

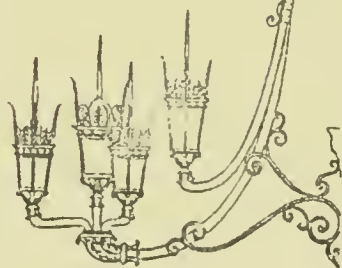
GOVDOC

BRA

859

✓

BOSTON
PUBLIC
LIBRARY



BRA

859

CONTRACT DOCUMENTS

BOSTON REDEVELOPMENT AUTHORITY

DEMOLITION AND SITE CLEARANCE

CONTRACT NO. 6
(CLINTON MARKET BUILDING)

OF

DOWNTOWN WATERFRONT - FANEUIL HALL

PROJECT NO. MASS. R-77

DOWNTOWN NORTH DISTRICT

CITY OF BOSTON, MASSACHUSETTS

HON. KEVIN H. WHITE, MAYOR

BOSTON REDEVELOPMENT AUTHORITY

CITY HALL

BOSTON, MASSACHUSETTS

PATRICK J. BOCANFUSO

CHAIRMAN

ROBERT L. FARRELL

VICE CHAIRMAN

JAMES G. COLBERT

TREASURER

PAUL J. BURNS

ASSISTANT TREASURER

JOSEPH J. WALSH

MEMBER

ROBERT T. KENNEY

DIRECTOR

KANE SIMONIAN

EXECUTIVE DIRECTOR

WALLACE B. ORPIN, P. E.

DIRECTOR OF ENGINEERING

MAY -- 1971

Property of
BOSTON REDEVELOPMENT AUTHORITY
Library

BOSTON
PUBLIC
LIBRARY



WATERFRONT

B65R.C

C. 7 1971

CONTRACT DOCUMENTS AND SPECIFICATIONS

DEMOLITION AND SITE CLEARANCE

CONTRACT NO. 6
(CLINTON MARKET BUILDING)

OF

DOWNTOWN WATERFRONT - FANEUIL HALL

PROJECT NO. MASS. R-77

DOWNTOWN NORTH DISTRICT

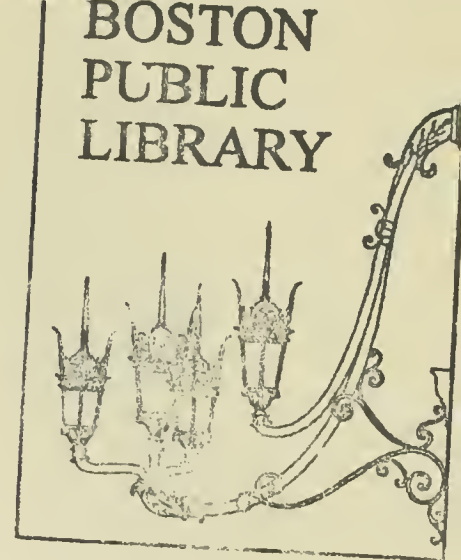
CITY OF BOSTON, MASSACHUSETTS

HON. KEVIN H. WHITE, MAYOR

BOSTON REDEVELOPMENT AUTHORITY

CITY HALL

BOSTON, MASSACHUSETTS



Property Of
BOSTON REDEVELOPMENT AUTHORITY
Library

PATRICK J. BOCANFUSO

CHAIRMAN

ROBERT L. FARRELL

VICE CHAIRMAN

JAMES G. COLBERT

TREASURER

PAUL J. BURNS

ASSISTANT TREASURER

JOSEPH J. WALSH

MEMBER

ROBERT T. KENNEY

DIRECTOR

KANE SIMONIAN

EXECUTIVE DIRECTOR

WALLACE B. ORPIN, P. E.

DIRECTOR OF ENGINEERING

MAY -- 1971

NOTES
PUBLIC
LIBRARY

CONTRACT DOCUMENTS FOR
DEMOLITION AND SITE CLEARANCE

CONTENTS

	<u>PAGE</u>
<u>INSTRUCTIONS AND FORMS</u>	
INVITATION FOR BIDS	1
INSTRUCTIONS TO BIDDERS	3
1.0 Use of Separate Bid Forms	3
2.0 Interpretations or Addenda	3
3.0 Inspection of Site	3
4.0 Release of Buildings, Sequence of Work	3
5.0 Alternative Bids	3
6.0 Bids	3
7.0 Bid Guaranty	4
8.0 Collusive Agreements	4
9.0 Statements of Bidder's Qualifications	5
10.0 Corrections	5
11.0 Time for Receiving Bids	5
12.0 Opening of Bids	5
13.0 Withdrawal of Bids	5
14.0 Award of Contracts: Rejection of Bids	5
15.0 Execution of Agreement: Performance and Payment Bond	6
16.0 Wages and Salaries	7
17.0 Equal Employment Opportunity	7
Form of BID DEMOLITION AND SITE CLEARANCE	8
Form of NON-COLLUSION AFFIDAVIT OF PRIME BIDDER	10
Form of STATEMENT OF BIDDER's QUALIFICATIONS	11
Form of AGREEMENT FOR DEMOLITION AND SITE CLEARANCE	14
Form of PERFORMANCE BOND	17
Form of LABOR AND MATERIAL BOND	19
<u>GENERAL SPECIFICATIONS</u>	
GENERAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE, PART I	22
101.0 Definitions	22
102.0 Superintendency by Contractor	23
103.0 Subcontracts	23
104.0 Other Contracts	25
105.0 Progress Schedule, Breakdown and Estimates	25
106.0 Payments	26
107.0 Changes in the Work	28
108.0 Claims for Extra Cost	29

	PAGE
109.0 Termination; Delay; and Liquidated Damages	29
110.0 Assignment or Novation	30
111.0 Disputes	31
112.0 Technical Specifications and Drawings	31
113.0 Requests for Supplementary Information	31
114.0 Permits and Codes	32
115.0 Care of Work	32
116.0 Accident Prevention	33
117.0 Sanitary Facilities	33
118.0 Use of Premises	34
119.0 Removal of Debris, Cleaning, Etc.	34
120.0 Review by the Authority	34
121.0 Final Inspection	35
122.0 Deduction for Uncorrected Work	35
123.0 Insurance	35
124.0 General Guaranty	36
125.0 Risk of Loss	36
126.0 Removal and Salvage of Existing Buildings	36
127.0 Live Utilities and Other Property	37
128.0 Contractor to Make Own Examination	38
 GENERAL CONDITIONS, PART II (FEDERAL LABOR-STANDARDS PROVISIONS)	 39
201.0 The Project to Which the Work Covered by this Contract Pertains	39
202.0 Defined Terms	39
203.0 Minimum Salary Rates for Architects, Technical Engineers, Draftsmen and Technicians	39
204.0 Minimum Wage Rates for Laborers and Mechanics	41
205.0 Underpayments of Wages or Salaries	44
206.0 Fringe Benefits as Part of Wages	44
207.0 Contract Work Hours Standards Act - Overtime Compensation	44
208.0 Employment of Apprentices	45
209.0 Contractor's Certificates	45
210.0 Equal Employment Opportunity	46
211.0 Employment of Certain Persons Prohibited	47
212.0 Regulations Pursuant to So-Called "Anti-Kickback Act"	47
213.0 Employment of Laborers or Mechanics Not Listed in Aforesaid Wage Determination Decision	47
214.0 Fringe Benefits Not Expressed as Hourly Wage Rates	47
215.0 Posting Wage Determination Decisions and Authorized Wage Deductions	48
216.0 Complaints, etc., by Employees	48
217.0 Claims and Disputes Pertaining to Salary Rates for Technical Employees	48
218.0 Claims and Disputes Pertaining to Wage Rates for Laborers and Mechanics	48
219.0 Questions Concerning Certain Federal Statutes and Regulations	48

	PAGE
220.0 Payrolls and Basic Payroll Records of the Contractor and Subcontractors	49
221.0 Specific Coverage of Certain Types of Work by Employees	49
222.0 Ineligible Subcontractors	50
223.0 Interest of Certain Federal and Other Officials	50
224.0 Provisions to be Included in Certain Subcontracts	50
225.0 Breach of Foregoing Federal Labor-Standards Provisions	50

ATTACHMENT TO PART II OF GENERAL CONDITIONS ("Anti-Kickback Act", and regulations pursuant thereto)	51
--	----

GENERAL SPECIFICATIONS

GENERAL CONDITIONS, PART III (NON-FEDERAL LABOR-STANDARDS PROVISIONS)	59
--	----

301.0 General Provisions	59
302.0 Schedule of Salaries and Wages	59
303.0 Dump Truck Charges	61

SPECIAL CONDITIONS

SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE	63
--	----

401.0 Project or Demolition Area	63
402.0 Time of Completion	63
403.0 Notice to Proceed	65
404.0 Liquidated Damages	65
405.0 Responsibilities of Contractor	65
406.0 Communications	66
407.0 Job Offices	66
408.0 Contract Document and Drawing	66
409.0 Hours of Work	67

GENERAL SPECIFICATIONS

SCHEDULE OF DRAWINGS AND PLANS FOR DEMOLITION AND SITE CLEARANCE	
--	--

501.0 Schedule	68
----------------	----

TECHNICAL SPECIFICATIONS

601.0 Scope	69
602.0 Site Condition	70
603.0 Protection of Adjacent Buildings	70
604.0 Utilities	71
605.0 Demolition and Removal	71
606.0 Special Conditions Adjacent to J.F. Fitzgerald Expressway	76

INVITATION FOR BIDS

The Boston Redevelopment Authority will receive sealed bids for Demolition and Site Clearance Contract No. 6 for the demolition of buildings and structures and site clearance in Downtown Waterfront-Faneuil Hall, Project No. Mass. R-77, located in the Downtown North District, City of Boston, Massachusetts, until 12:00 Noon, Daylight Savings Time, on the 21st day of May, 1971, at City Hall, 9th Floor, Room 919, Boston City Hall, One City Hall Square, Boston, Massachusetts, Attention: Engineering Department, at which time and place, all bids will be publicly opened and read aloud.

This work will consist of Demolition and Site Clearance of structures (approximately 45,600 square feet) as listed in "Special Conditions, Section 402.3", the disposal of all demolished materials, the removal of all materials, the backfilling of cellar holes, special filling and leveling, and the general cleaning up of the sites, all in accordance with the plans and specifications.

Proposed forms of Contract Documents, including Drawings and Technical specifications are on file at the office of the Boston Redevelopment Authority at Room 920, Boston City Hall, One City Hall Square, Boston, Massachusetts.

Copies of the Contract Documents may be obtained by depositing \$25.00 in cash, or a certified check payable to Boston Redevelopment Authority, with the Boston Redevelopment Authority for each set of documents so obtained. Each such deposit will be refunded if the

Contract Documents and Drawings are returned in good condition within ten (10) days after Bid opening.

Bids shall be accompanied by cash, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to Boston Redevelopment Authority, in an amount equal to ten percent (10%) of each proposal for Demolition and Site Clearance (but need not exceed \$50,000).

A Performance Bond and also a Labor and Material or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Authority and each in the sum of one hundred percent (100%) of the total cost of demolition, as set forth in Section 4.0 of the "Bid for Demolition and Site Clearance", will be required of successful Bidder.

Attention is called to Section 606.0 relative to demolition and site clearance of structures.

Attention is called to the fact that not less than the minimum salaries and wages set forth in the Contract Documents must be paid on this project, and that the Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin. Attention is called to the requirements relating to Workmen's Compensation and conditions of employment.

The Boston Redevelopment Authority reserves the right to reject any or all Bids or to waive any informalities in bidding, if it be in the public interest so to do.

Bids may be held by the Boston Redevelopment Authority for a period not to exceed thirty (30) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of the Bidders, prior to awarding of the Contract.

BOSTON REDEVELOPMENT AUTHORITY

By KANE SIMONIAN
SECRETARY

Date: May 3, 1971

INSTRUCTIONS TO BIDDERS

1.0 USE OF SEPARATE BID FORMS

These Contract Documents include complete sets of bidding and Contract forms. These are for the convenience of Bidders and are not to be detached from the Contract Documents or filled out, or executed. Separate copies of Bid forms are furnished for that purpose.

2.0 INTERPRETATIONS OR ADDENDA

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Boston Redevelopment Authority, hereinafter called the "Authority". Any inquiry received seven or more days prior to the date fixed for the opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents and when issued will be on file in the office of the Authority at least five days before Bids are opened. In addition, all Addenda will be mailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

3.0 INSPECTION OF SITE

Each Bidder should visit the site of the proposed work and fully acquaint himself with the conditions there relating to the Demolition and/or Site Clearance and should inform himself as to the facilities involved, the difficulties and the restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Drawings, Technical Specifications and all other Contract Documents. The Contractor by the execution of the Contract shall in no wise be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument or to visit the site and acquaint himself with the conditions there existing and the Authority will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

4.0 RELEASE OF BUILDINGS, SEQUENCE OF WORK

Bidders are referred to the SPECIAL CONDITIONS for information regarding the manner in which the existing buildings will be released and the site made available for Demolition purposes, and the sequence in which the Demolition work will be performed.

5.0 ALTERNATIVE BIDS

Alternative Bids will not be considered.

6.0 BIDS

6.1 All Bids must be submitted on forms supplied by the Authority and shall be subject to all requirements of the Contract Documents including the Drawings, and these INSTRUCTIONS TO BIDDERS. All Bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in the Bid Form by the Bidder.

6.2 Bid Documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the words, "Demolition and Site Clearance Bid Documents", the project number, name of Bidder, and date and time of opening so as to guard against premature opening of any Bid.

6.3 The Authority may consider as irregular any Bid on which there is an alteration of or departure from the Bid form hereto attached and at its option may reject the same.

6.4 The Contract will be awarded by the Authority to a responsible Bidder on the basis of the Bid most favorable to the Authority. The Contract will require the completion of work according to the Contract Documents and Drawings, together with all addenda thereto.

6.5 Each Bidder shall include in his Bid, in the appropriate spaces in Section 4.0 on the bid sheet, the estimated cost of performing the work of Demolition and Site Clearance including all items of overhead and without credit for salvaged materials, in addition to showing the amount of his Bid in Section 3.0 of the bid sheet. These two figures are necessary in order to obtain a "Breakdown of Contract Price" in accordance with Section 105.2. The Total Cost of demolition required in Section 4.0 of the bid sheet is necessary because the "Performance Bond" must be equal to this amount where the actual Bid in Section 3.0 of the bid sheet may be less than this amount.

7.0 BID GUARANTY

7.1 The Bid shall be accompanied by cash or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Boston Redevelopment Authority. The amount of such cash or check shall be not less than ten percent (10%) of the proposal for Demolition & Site Clearance (but need not exceed \$50,000). The bid guaranty shall insure the execution of the Contract and the furnishing of the Surety Bonds by the successful bidder, all as required by the Contract Documents.

7.2 Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

7.3 Bid deposits, except those of the three lowest responsible and eligible bidders, shall be returned within five days, Sundays and Holidays excluded, after the opening of proposals.

8.0 COLLUSIVE AGREEMENTS

8.1 Each Bidder submitting to the Authority a Bid for any portion of the work contemplated by the bidding documents shall execute an affidavit in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any Bid submitted. Such affidavit shall be attached to the Bid.

8.2 Failure on the part of any Bidder to observe this provision shall be cause for rejection of his Bid.

9.0 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall submit on the form furnished for that purpose, a copy of which is included in the Contract Documents, a statement of the Bidder's qualifications, his Demolition experience, and his organization and equipment available for the work contemplated; and when specifically requested by the Authority, a detailed financial statement. The Authority shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the Authority all such information and data for this purpose as it may request. The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Authority that the Bidder is qualified to carry out properly the terms of the Contract.

10.0 CORRECTIONS

Erasures or other changes in the Bid must be explained or noted over the signature of the Bidder.

11.0 TIME FOR RECEIVING BIDS

11.1 Bids received prior to the time of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered; except that when a Bid arrives by mail after the time fixed for opening, but before the reading of other Bids is completed, and it is shown to the satisfaction of the Authority that the non-arrival on time was due solely to delay in the mails for which the Bidder was not responsible, such Bid will be received and considered.

11.2 Bidders are cautioned that, while telegraphic modifications of Bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall make the Bid so modified or amended, subject to rejection.

12.0 OPENING OF BIDS

At the time and place fixed for opening of Bids, the Authority will cause to be opened and publicly read aloud every Bid received within the time set for receiving Bids, irrespective of any irregularities therein. Bidders and other persons properly interested may be present, in person or by representative.

13.0 WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request dispatched by the Bidder in time for delivery in the normal course of business prior to the time fixed for opening; provided, that written confirmation or any telegraphic withdrawal over the signature of the Bidder is placed in the mail and postmarked prior to the time set for Bid openings. The Bid guaranty of any Bidder withdrawing his Bid in accordance with the foregoing conditions will be returned promptly.

14.0 AWARD OF CONTRACTS: REJECTION OF BIDS

14.1 The Contract will be awarded to the lowest responsible Bidder

complying with the conditions of the INVITATION FOR BIDS, provided such Bid is reasonable and it is to the interest of the Authority to accept it and who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. The Authority, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in its interest. The award of the Contract will be made within thirty (30) days after approval by the Urban Renewal Administration of the proposed award.

14.2 The Authority reserves the right to consider as unqualified to perform the Contract any Bidder who does not habitually perform with his own forces the major portions of the work involved in the Demolition and Site Clearance.

14.3 The ability of any Bidder to obtain a performance bond will not be regarded as the sole test of such Bidder's competency or responsibility.

14.4 The Authority will not award the Contract to any Contractor who is, at the time, ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, or is not qualified under applicable local or State laws.

15.0 EXECUTION OF AGREEMENT: PERFORMANCE AND PAYMENT BOND

15.1 If the Bidder selected as the Contractor fails to execute the Contract therefor within ten (10) days, Sundays and Holidays excluded, after presentation by the Authority, in the form included in the Contract Documents in such number of copies as the Authority may require, an award may be made to the next lowest responsible and eligible Bidder thereon.

15.2 Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified in the Section 15.1 above, furnish a Performance Bond and also a Labor and Materials, or Payment Bond, each of a surety company qualified to do business under the Laws of the Commonwealth and satisfactory to the Authority and each in the sum of one hundred percent (100%) of the total cost of demolition as set forth in Section 4.0 of the "Bid for Demolition and Site Clearance", as security for the faithful performance of the Contract, and for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature, including utility and transportation services, employed or used by him in performing the work. Such Bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to the date of the Contract. The current power of attorney for the person who signs for any surety company shall be attached to such Bonds.

15.3 Should the Bidder to whom an award is made fail to execute a contract therefor within ten (10) days, Sundays and Holidays excluded, after presentation thereof, the amount so received as bid deposit from such Bidder through his cash, certified check, treasurer's or cashier's check shall become and be the property of the Authority as liquidated damages; provided, that in case of death, disability or other unforeseen circumstances affecting the Bidder, such a bid deposit may be returned to him.

16.0 WAGES AND SALARIES

16.1 Attention of Bidders is particularly called to the requirements concerning the payment of not less than the prevailing wage and salary rates specified in the Contract Documents and the conditions of employment with respect to certain categories and classifications of employees. See GENERAL CONDITIONS, PART II and PART III.

16.2 The rates of pay set forth under GENERAL CONDITIONS, PART II and PART III, are the minima to be paid during the life of the Contract. It is therefore the responsibility of Bidders to inform themselves as to the local labor conditions such as the length of the work day and work week, overtime compensation, health and welfare contributions, labor supply and prospective changes or adjustment of rates.

16.3 Attention of Bidders is directed to Section 207.0 CONTRACT WORK HOURS STANDARDS ACT - OVERTIME COMPENSATION, Section 402.0 TIME OF COMPLETION, Section 403.0 NOTICE TO PROCEED and to the amount of work to be accomplished within the contract time.

17.0 EQUAL EMPLOYMENT OPPORTUNITY

Attention of Bidders is particularly called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

BID FOR DEMOLITION AND SITE CLEARANCE

GENERAL CONTRACTOR

TO THE BOSTON REDEVELOPMENT AUTHORITY

1.0 The undersigned proposes to furnish all labor, materials and equipment required for the Demolition & Site Clearance Contract No. 6 in Downtown Waterfront - Faneuil Hall, Project No. Mass. R-77, located in the Downtown North District, City of Boston, Massachusetts, for the Boston Redevelopment Authority in accordance with the accompanying plans, specifications, all Contract Documents and Addenda number _____, for the sum specified below subject to additions and deductions according to the specifications and in all respects according to the terms thereof.

2.0 The undersigned agrees that he will within ten (10) days, Sundays and Holidays excluded, after presentation thereof by the Authority, execute the Contract in such number as may be required, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Authority and each in the sum of one hundred percent (100%) of the total cost of demolition as set forth in Section 4.0 below, the premiums for which are to be paid by the Contractor and are included in the contract price.

3.0 The proposed contract sum is _____ dollars (\$ _____), in addition to and above the value of such salvage materials specified to become the property of the Contractor.

4.0 The total estimated cost of Demolition and Site Clearance, including overhead and without credit for salvage, is the sum of _____ (\$ _____).

The total estimated cost stated above may be more but shall not be less than the

cost stated above may be more but shall not be less than the sum bid in Section 3.0 of the bid.

5.0 Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted. Also attached is a statement of Bidder's qualifications.

6.0 The Bidder is prepared to submit a financial statement upon request.

7.0 The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Date _____, 19

(Name of Bidder)

Official Address:

By _____

Title _____

Note: If the bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....)
County of.....)ss

_____, being first
duly sworn, deposes and says that:

1.0 He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:

2.0 He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3.0 Such Bid is genuine and is not a collusive or sham bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title _____

Subscribed and sworn to before me

this day of , 19 .

Title

My commission expires

STATEMENT OF BIDDER'S QUALIFICATIONS

(Demolition and Site Clearance Contractor)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1.0 Name of Bidder.
- 2.0 Permanent main office address.
 - 2.a Treasury Number (Employer's Identification Number)
- 3.0 When organized.
- 4.0 If a corporation, where incorporated.
- 5.0 How many years have you been engaged in demolition under your present firm or trade name? Are you a licensed building wrecker in accordance with the provisions of Chapter 479, Acts of 1938, as amended, section 111 and 120 (d)?
 - 5.a Names and home addresses of the principal officers and their Social Security Numbers.
- 6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising for client).
- 7.0 General character of work performed by you.
- 8.0 Have you ever failed to complete any work awarded to you?
If so, where and why?
- 9.0 Have you ever defaulted on a contract? If so, where and why?
- 10.0 List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. (Give name and address of client and name of person supervising for client.)
- 11.0 List in the following categories the equipment owned by the Contractor and which shall be available for this contract:
 - 11.1 Crawler Cranes (number, size and length of booms).
 - 11.2 Truck Cranes (number, size and length of booms).

- 11.3 Bulldozers (number and sizes).
- 11.4 Front Loaders (number and capacities).
- 11.5 Dump Trailers (number and capacity).
- 11.6 Dump Trucks (number and capacities).
- 12.0 List in the following categories the equipment which can be leased or rented from other sources and which can be made available for this contract:
 - 12.1 Crawler Cranes (number, sizes and length of booms).
 - 12.2 Truck Cranes (number, sizes and length of booms).
 - 12.3 Bulldozers (number and sizes).
 - 12.4 Front loaders (number and capacities).
 - 12.5 Dump Trailers (number and capacities).
 - 12.6 Dump Trucks (number and capacities).
 - 12.7 From what sources will this additional equipment be leased or rented.
- 13.0 Experience in Demolition and Site Clearance work similar in importance to this project.
- 14.0 Background and experience of the principal members of your organization including the officers.
- 15.0 Give bank reference.
- 16.0 Will you, upon request , fill out a detailed financial statement and furnish any other information that may be required by the Boston Redevelopment Authority?
- 17.0 The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Boston Redevelopment Authority in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Date at _____ this _____
day of _____, 19 _____

(Name of Bidder)

By _____

Title _____

State of _____)

) ss.

County of _____)

_____ being duly sworn, deposes and says that
he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein
contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19

Notary Public

My Commission expires _____

AGREEMENT FOR DEMOLITION AND SITE CLEARANCE

THIS AGREEMENT, made this _____ day of _____, 19____ by
and between _____ a corporation organized and
existing under the laws of the State of _____
a partnership consisting of _____
an individual trading as _____
hereinafter called the "Contractor", and the Boston Redevelopment Authority
hereinafter called the "Authority".

WITNESSETH, that the Contractor and the Authority for the considerations
stated herein mutually agree as follows:

ARTICLE 1.0 Statement of Work. The Contractor shall furnish all labor,
materials, tools, equipment and services, including utility and transportation
services, and perform and complete all work required for the Demolition
and Site Clearance in an efficient and workmanlike manner, as follows:

_____ all in strict accordance
with the Contract Documents for Demolition and Site Clearance, including
all Addenda thereto numbered _____ and _____, dated
_____ and _____

ARTICLE 2.0 The Contract Price. The Boston Redevelopment Authority will
pay the Contractor for performance of the Contract, in current funds, sub-
ject to additions and deductions as provided in the Section - CHANGES IN
THE WORK under GENERAL CONDITIONS, PART 1, the sum of _____
_____ dollars (\$ _____)
in addition to and above the value of such salvaged materials specified to
become the property of the Contractor.

ARTICLE 3.0 Contract Documents. The Contract Documents for Demolition

and Site Clearance shall consist of the following component parts:

- | | |
|-----------------------------|---|
| 3.1 This Agreement | 3.6 General Conditions, Parts I, |
| 3.2 Addenda | II and III |
| 3.3 Invitation for Bids | 3.7 Special Conditions |
| 3.4 Instructions to Bidders | 3.8 Technical Specifications |
| 3.5 Signed copy of Bid | 3.9 Drawings (as listed in the
Schedule of Drawings) |

This AGREEMENT, together with other documents enumerated in this Article 3.0, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this Article 3.0 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in six (6) original copies on the day and year first above written.

ATTEST

(Contractor)

By _____

Title _____

(Street)

(City)

Approved as to form:

BOSTON REDEVELOPMENT AUTHORITY

By _____

Title _____

General Counsel

Certifications

I, _____, certify that I am the
_____ of the corporation named
as Contractor herein, that _____
who signed this Agreement on behalf of the Contractor, was then
_____ of said corporation; that said
Agreement was duly signed for and in behalf of the said corporation by
authority of its governing body, and is within the scope of its
corporate powers.

Corporate
Seal

BOSTON REDEVELOPMENT AUTHORITY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____
an individual, a partnership, a corporation organized under the laws of
the _____ of _____,
having a usual place of business at _____,
as Principal, and _____
a corporation organized under the laws of the _____
of _____ which company is authorized to transact
the business of suretyship in the Commonwealth of Massachusetts and has a usual
place of business in Boston, Massachusetts, as Surety, are holden and stand
firmly bound and obligated unto the Boston Redevelopment Authority as
Obligee, in the sum of _____
_____ dollars (\$ _____), lawful
money of the United States of America, for payment of which, well and truly
to be made, we hereby, jointly and severally, bind ourselves and each of us
our heirs, executors, administrators, successors and assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal, accepted
by the Boston Redevelopment Authority on the _____ day of _____
19____, entered into a contract with said Obligee, a copy of which agreement
is attached hereto and by reference made a part hereof:

NOW, THEREFORE, THE CONDITION of this obligation is such that if the said
Principal shall well and truly keep and perform all the agreements, terms and
conditions of said contract on his part to be kept and performed, or furnished
this obligation shall be void; otherwise, it shall remain in full force and
effect.

And the said surety, for value received, hereby stipulates and agrees that
no extension of time, or change in, alteration of, or addition to the terms of
the contract or the specifications accompanying the same shall in any way
effect its obligations on this bond, and it does hereby waive notice of any
such extension of time, alteration of, or addition to the terms of the contract
or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond
this _____ day of _____, 19____.

WITNESS:

Name of Principal

(SEAL)

By _____

WITNESS:

Name of Surety

(SEAL)

(SEAL)

Power of Attorney for person signing for the Surety Company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL
(PERFORMANCE BOND)

I, _____, certify that I am the
_____ of the corporation named as
Principal in the within Bond; that _____
who signed the said bond on behalf of the Principal was then _____
_____ of said corporation; that I know his signature
and his signature is genuine; and that said Bond was duly signed, sealed
and attested for and in behalf of said corporation by authority of its
governing body.

CORPORATE
SEAL

_____, 19____.

BOSTON REDEVELOPMENT AUTHORITY

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS:

That, _____
an individual, a partnership, a corporation organized under the laws of the
_____ of _____
having a usual place of business at _____
as Principal, and _____
a corporation organized under the laws of the _____
of _____ which company is authorized to transact the
business of suretyship in the Commonwealth of Massachusetts, and has a usual
place of business in Boston, Massachusetts, as Surety, are holden and stand
firmly bound and obligated unto the Boston Redevelopment Authority, as
Obligee, in the sum of _____
dollars (\$ _____), lawful money of the United States of America, for
payment of which, well and truly to be made, we hereby, jointly and severally,
bind ourselves and each of us our heirs, executors, administrators, successors
and assigns by these presents.

WHEREAS, the said Principal has by means of a written proposal, accepted
by the Boston Redevelopment Authority on the _____ day of _____
_____, 19____, entered into a contract with the said
Obligee, a copy of which agreement is attached hereto and by reference made a
part hereof;

NOW, THEREFORE, THE CONDITION of this obligation is such that if the
said Principal shall well and truly pay for all labor and materials used
or employed in such work, and for all appliances and equipment employed in

such work, this obligation shall be void; otherwise, it shall remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no extension of time, or change in, alteration of, or addition to the terms of the contract or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such extension of time, alteration of or addition to the terms of the Contract or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals to this bond this _____ day of _____, 19____.

WITNESS:

Name of Principal (SEAL)

By _____

WITNESS:

Name of Surety (SEAL)

(SEAL) By _____

Power of Attorney for person signing for the Surety Company must be attached.

CERTIFICATE AS TO CORPORATE PRINCIPAL

(LABOR AND MATERIALS BOND)

I, _____, certify that I am the
_____ of the corporation named as
Principal in the within Bond; that _____
who signed the said bond on behalf of the Principal was then _____
_____ of said corporation; that I know this
signature and his signature hereto is genuine; and that said Bond
was duly signed, sealed and attested for and in behalf of said
corporation by authority of its governing body.

CORPORATE
SEAL

_____, 19____.

GENERAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE

PART I

101.0 DEFINITIONS

Wherever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

101.1 The term "Contract" means the Contract executed by the Boston Redevelopment Authority and the Contractor, of which these GENERAL CONDITIONS, PART I, II, and III form a part. The documents which comprise the Contract are set forth in the Agreement.

101.2 The term "Authority" means the Boston Redevelopment Authority, which is authorized to undertake this Contract.

101.3 The term "Contractor" means the person, firm or corporation entering into the Contract with the Authority to perform the work of Demolition and Site Clearance for the Project.

101.4 The term "Demolition Area" means the area specified on the Drawings and in Section 401.0 "Project or Demolition Area" within which the work of Demolition and Site Clearance is to be performed under this Agreement.

101.5 The term "Local Government" means the City of Boston, Massachusetts, within which the Project Area is situated.

101.6 The term "Contract Documents" means and shall include the following:

Executed Agreement, Addenda (if any), Invitations for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Parts I, II and III, Special Conditions, Technical Specifications and Drawings (as listed in the Schedule of Drawings).

101.7 The term "Drawings" or "Plans" means the drawings or plans enumerated in the SCHEDULE OF DRAWINGS FOR DEMOLITION AND SITE CLEARANCE.

101.8 The term "Technical Specifications" means the part of the Contract Documents which describes, outlines, and stipulates the manner and methods to be employed in the work of Demolition and Site Clearance.

101.9 The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Authority to prospective Bidders prior to the time of receiving Bids.

101.10 The term "Salvage" means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the Demolition Area, which the Contractor deems as having sufficient value to justify the reclaiming.

101.11 The words "approval of the Authority" or "approved by the Authority" shall mean an approval by vote of the Authority.

101.12 The words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import, shall mean the direction, requirement, permission, order, designation, prescription, etc., of the Authority's authorized representative; and similarly the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable or satisfactory to the Authority's authorized representative, subject to each case to the final determination of the Authority unless otherwise expressly stated.

102.0 SUPERINTENDENCY BY CONTRACTOR

102.1 Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall have a competent superintendent, satisfactory to the Authority, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.

102.2 The Contractor shall schedule the Demolition and Site Clearance as directed by the Authority and he shall be responsible for all work executed by him under the Agreement.

103.0 SUBCONTRACTS

103.1 The Contractor's request to the Authority for the prior approval of any subcontractor as otherwise required herein shall be accompanied with a written statement containing such information as the Authority may require concerning the experience, ability, and responsibility of the proposed subcontractor and the scope of the subcontract, together with the proposed subcontractor's non-collusion affidavit in substantially the following form:

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
) ss
County of _____)

_____, being first duly sworn, deposes
and says that:

103.1.1 He is (owner, partner, officer, representative, or agent)
of _____ herein
referred to as the "Subcontractor";

103.1.2 He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to _____, the Contractor, for certain work in connection with the _____ Contract pertaining to the _____ Project in _____ (City or County or State);

103.1.3 Such Subcontractor's Proposal is genuine and is not collusive or sham proposal;

103.1.4 Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said Subcontractor's Proposal, or to fix any overhead, profit or cost element of the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Authority or any person interested in the proposed Contract; and

103.1.5 The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me

this _____ day of _____, 19____.

Title

My commission expires _____.

103.2 No proposed Subcontractor shall be disapproved except for cause.

103.3 The Contractor shall be fully responsible to the Authority for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

103.4 The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for Demolition and Site Clearance.

103.5 Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Authority.

104.0 OTHER CONTRACTS

The Authority may award, or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Authority. The Contractor shall not commit or permit any act which will interfere with the performance or work by any other Contractor as scheduled.

105.0 PROGRESS SCHEDULE, BREAKDOWN AND ESTIMATES

105.1 The Contractor shall no later than ten (10) calendar days from the date of execution of Agreement, submit to the Authority an acceptable "Progress Schedule" based on the total demolition and site clearance cost as set forth in the "Breakdown" against the total calendar days specified under "TIME OF COMPLETION". Said "Progress Schedule" shall be in the form of a graph.

105.2 The Contractor shall no later than ten (10) calendar days from the date of execution of the Agreement, submit to the Authority an acceptable detailed estimate (herein termed "Breakdown") giving a complete breakdown of demolition and site clearance work by Parcels (one or more buildings may constitute a Parcel), removal of debris, complete backfill including special backfill or sanitary fill and any other special items of this Contract. The total of said "Breakdown" shall equal the Contract price.

105.3 The values employed in making up the "Breakdown" are for the purpose of making partial payments and shall not be taken as a basis for additions to or deductions from the contract price.

106.0 PAYMENTS

106.1 Partial Payments

The Contractor shall, at intervals of not less than 30 calendar days and not more than 40 calendar days or when requested by the Authority, submit his requisition for partial payment for all demolition and site clearance work performed to the date of said requisition. The payment shall consist of the total cost of all demolition and site clearance work completed to such date as estimated in the light of the "Breakdown of Contract Price" subject to deductions of (1) five percent (5%) of this sum to be retained until final payment, (2) the amount of all previous payments to the Contractor.

Within fifteen days (twenty-four days in the case of the Commonwealth) after receipt from the Contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the Contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the Contractor has title or to which a subcontractor has title and has authorized the Contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five percent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the Contractor fully completes the work or substantially completing the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one percent of the original contract price, or (b) the contractor substantially completes the work, and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract, less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirty-nine F. If the awarding authority fails to make payment as herein provided, there shall be

added to each such payment daily interest at the rate of five percent per annum, commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the Contractor; provided that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the Commonwealth) after receipt of such a periodic estimate from the Contractor, at the place designated by the awarding authority if such a place is so designated. The Contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the Contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment, or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the Contractor for correction any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this Section applies.

106.2 Final Payment

106.2.1 After the final inspection and acceptance by the Authority, of all work under the Contract, the Contractor shall prepare his requisition for final payment and submit it to the Authority for approval. The final payment shall consist of the cost of demolition and site clearance in addition to and above the value of such salvage materials specified to become the property of the Contractor, as adjusted in accordance with approved change orders, less all previous payments to the Contractor and subject to withholding of any amount due the Authority under the section entitled "Liquidated Damages" under SPECIAL CONDITIONS.

106.2.2 In consideration of the execution of this Contract by the Authority, the Contractor agrees that simultaneously with the acceptance of what the Authority tenders as the final payment by it under this Contract, he will execute and deliver to the Authority an instrument under seal, releasing and forever discharging the Authority of and from any and all claims, demands and liabilities whatsoever of every name and nature, both at law and in equity, arising from, growing out of, or in any way connected with this Contract, save only such claims, demands and liabilities as are expressly excepted in said instrument.

106.3 The Authority, before making any payment, may require the Contractor to furnish releases or receipts from any or all persons performing

work and supplying material or services to the Contractor, or any subcontractor, if this is deemed necessary to protect its interest. The Authority, however, may make payment in part or in full to the Contractor without requiring the furnishings of such releases or receipts and any payments so made shall in no wise impair the obligations of any surety or sureties on any bond or bonds furnished under this Contract.

106.4 Each payment to the Contractor by the Authority shall be made subject to the following:

106.4.1 Submission by the Contractor of all written certifications required of him and his subcontractors by the section entitled CONTRACTOR'S CERTIFICATES under GENERAL CONDITIONS, and

106.4.2 That no payment made under the Contract shall act as a waiver of the right of the Authority to require the fulfillment of all the terms of the Contract.

107.0 CHANGES IN THE WORK

107.1 The Authority may make changes in the scope of the work required to be performed by the Contractor by making additions thereto, or by omitting work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract, or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties or said bonds provided that the total net amount of the changes does not change the Contract amount by more than twenty-five percent (25%). All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise.

107.2 Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the work of demolition and site clearance, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Authority authorizing the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

107.3 All adjustments to the Contract price by reason of any change or changes, either additive or subtractive, shall be determined by one or more of the following methods:

107.3.1 By an acceptable lump-sum proposal from the Contractor.

107.3.2 On a cost-plus-limited basis not to exceed a specified limit. A cost-plus-limited basis is defined as the net cost of the Contractor's labor, materials and insurance plus fifteen percent (15%) of said net cost to cover superintendents, general expenses and profit, less the estimated value of salvage.

107.4 The Authority will, when the adjustment of the Contract price due to any change has been mutually agreed upon, issue in multiple copy form as required the number of copies of the Change Order.

107.5 Each change order shall include in its final form:

107.5.1 A detailed description of the change in the work,

107.5.2 The Contractor's proposal (if any) or a conformed copy thereof.

107.5.3 A definite statement as to the resulting change in the Contract Price and/or time, and

107.5.4 The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.

108.0 CLAIMS FOR EXTRA COST

108.1 If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Authority stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

108.2 Any discrepancies which may be discovered between actual conditions and those represented by the drawings shall at once be reported to the Authority and work shall not proceed, except at the Contractor's risk, until written instructions have been received by him from the Authority.

108.3 If, on the basis of the available evidence, the Authority determines that an adjustment of the contract price or time is justifiable, the procedure shall then be as provided for in Section - CHANGES IN THE WORK under GENERAL CONDITIONS, PART I.

109.0 TERMINATION: DELAY: AND LIQUIDATED DAMAGES

109.1 Termination of Contract. If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, plus any extension thereof as provided in these Contract Documents, the Authority, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work. Upon such termination, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor and his sureties shall be liable to the Authority for any additional cost incurred by the Authority in its completion of the work and they shall also be liable to the Authority for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is terminated, the Authority may take possession of, and utilize in completing the work such materials, tools, equipment, and plant as may be on the site of the work and necessary therefor.

109.2 Liquidated Damages for Delays. If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages

occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Authority for the amount thereof.

109.3 Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

109.3.1 To any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools or labor by reason of war, National Defense, or any other national emergency;

109.3.2 To any acts of the Boston Redevelopment Authority;

109.3.3 To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes and other extreme weather conditions; and

109.3.4 To any delay of any subcontractor occasioned by any of the causes specified in Sections 109.3.1, 109.3.2, and 109.3.3 of this Section.

Provided, however, that the Contractor promptly notifies the Authority within ten (10) days in writing of the cause of the delay.

Upon receipt of such notification the Authority shall ascertain the facts and the cause and extent of the delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Authority shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

110.0 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Authority; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Authority. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

111.0 DISPUTES

111.1 All disputes arising under this Contract or its interpretation, except those disputes or claims covered by the FEDERAL LABOR STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall within ten (10) days of commencement of the dispute, be presented by the Contractor to the Authority for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claim in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Authority of notice thereof.

111.2 The Contractor shall submit in detail his claim and his proof thereof. Each decision by the Authority will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

111.3 If the Contractor does not agree with any decision of the Authority, he shall notify the Authority promptly and may except from the final release the decision in question.

111.4 The Authority's decision shall not be final and conclusive but the dispute shall be tried in court on its merits.

112.0 TECHNICAL SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the drawings, or shown on the drawings and not mentioned in the Technical Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in drawings or Technical Specifications, the matter shall be immediately submitted to the Authority without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

113.0 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Authority for any additional information not already in his possession which should be furnished by the Authority under the terms of this Contract, and which he will require in the planning and execution of the work. Such request may be submitted in writing from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

114.0 PERMITS AND CODES

114.1 The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances, codes, rules and regulations, and shall obtain and pay for all required permits before commencing work. All disconnections and Demolition shall comply with all applicable ordinances and codes or as may be amended by any waivers. Before beginning the work, the Contractor shall examine the drawings and Technical Specifications for compliance with applicable ordinances and codes bearing on the work, and shall immediately report any discrepancies to the Authority for correction. Should the Contractor fail to observe the foregoing provisions and do demolition work at variance with any applicable ordinance or code as may be amended by waivers (notwithstanding the fact that such methods are in compliance with the Technical Specifications), the Contractor shall correct the methods of doing such work without cost to the Authority.

114.2 The Contractor shall at his own expense, secure and pay to the appropriate department of the Commonwealth of Massachusetts or City of Boston, the fees or charges for all permits for water, demolition, sidewalks, sheds, removal of abandoned water caps, sealing of house connecting drains, pavement cuts, and repaving of streets and sidewalks and all other building, electrical, plumbing, gas and sewer permits necessary under the regulatory body or any of its agencies.

114.3 The Contractor shall comply with all applicable laws and ordinances governing the disposal of materials, debris, rubbish and trash on or off the Project Area, and shall commit no trespass on any public or private property in any operation due to or connected with the Demolition and Site Clearance.

115.0 CARE OF WORK

115.1 The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Authority.

115.2 The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays and Holidays, from the time of award of contract until final completion and acceptance and shall be responsible for all salvable materials in all buildings for which he has received a notice to proceed, whether or not he has removed such materials from said buildings.

115.3 The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, adjoining property etc., and he shall at his own expense completely repair any damage thereto caused by his operations. The Contractor shall use no equipment whose operating weight or impact endangers subway structures or active utilities.

115.4 The Contractor shall shore up, brace, underpin, secure and protect as may be necessary all walls and other parts of existing structures adjacent to, adjoining, and in the vicinity of the Site, which may be in any way affected by the operations connected with the Demolition and Site Clearance of the Project Area. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Authority from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Authority may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.

115.5 The Contractor shall proceed with the demolition so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of the Massachusetts Bay Transportation Authority facilities in or adjacent to the Project Area.

115.6 The Authority may require the Contractor to dismiss from work such employee or employees as the Authority may deem incompetent, careless or insubordinate.

116.0 ACCIDENT PREVENTION

116.1 The Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable laws and building and construction codes shall be observed, and the Contractor shall take or cause to be taken such additional safety and health measures as the Authority may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

116.2 The Contractor shall indemnify and save harmless the Authority from any claims for damages resulting from personal injury and/or death suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract.

116.3 Where a finished backfilled area is over one (1) foot below the sidewalk grade the Contractor shall erect a fence or barrier, acceptable to the Authority, to safeguard against anyone falling into the depressed area. The Contractor shall also erect a fence or barrier where, in the judgment of the Authority, a hazardous condition exists.

116.4 The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract. The Contractor shall promptly furnish the Authority with reports concerning these matters.

117.0 SANITARY FACILITIES

The Contractor shall furnish, install and maintain ample sanitary

facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Sanitary Codes of the State and City of Boston. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.

118.0 USE OF PREMISES

118.1 The Contractor shall confine his equipment, storage of materials, and Demolition and Site Clearance operations to the limits prescribed by ordinances or permits, or as may be directed by the Authority and shall not unreasonably encumber the premises with his salvaged material.

118.2 The Contractor shall comply with all reasonable instructions of the Authority and the ordinances and codes of the City of Boston and Commonwealth of Massachusetts regarding signs, advertising, traffic, fires, explosives, danger signals, barricades and fire prevention.

118.3 The Contractor shall not conduct sales from the Project site nor maintain storage on the site for the purpose of selling. No person, not on the contractor's or approved subcontractor's payroll, may be allowed on the site or engage in work covered by the contract. Such persons will be considered to be "trespassing" unless their presence has been approved by the LPA.

118.4 The Contractor shall store inactive equipment, used in the demolition operations, so as to minimize obstruction to traffic and in areas satisfactory to the Authority. No equipment other than that used in the demolition operations shall be stored in the area.

119.0 REMOVAL OF DEBRIS, CLEANING, ETC.

All rubbish and debris found on the Demolition Area at the start of the work as well as that resulting from the demolition activities or deposited on the site by others during the duration of the Contract shall be removed and legally disposed of by the Contractor who shall keep the Project Area and public rights-of-way reasonably clear at all times. Upon completion of the work the Contractor shall remove all temporary construction, equipment, salvaged materials, trash and debris of all kinds, leaving the entire Project Area in a neat condition. Trash burning on the site will be subject to prior approval of the Authority and in accordance with existing state and local laws. With the consent of the Authority, the Contractor may use suitable debris for specified fill. Perishable materials must not become a part of any fill placed or left on the site.

120.0 REVIEW BY THE AUTHORITY

The Authority, its authorized representatives and agents, and the DHUD Site Representative for the Administrator (as defined under GENERAL CONDITIONS PART II) shall at all times, have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approvals with respect to the work will be given to the Contractor only by the Authority through its authorized representative or agents.

121.0 FINAL INSPECTION

121.1 When the work of demolition and Site Clearance is substantially completed, the Contractor shall notify the Authority in writing that the work will be ready for final inspection on a definite date which shall be stated in such notice. The notice shall bear the signed concurrence of the representative of the Authority having charge of inspection and shall be given at least ten (10) days prior to the date stated for final inspection.

121.2 If the Authority determines that the work of Demolition and Site Clearance is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as nearly thereafter as is practicable.

122.0 DEDUCTION FOR UNCORRECTED WORK

If the Authority deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Authority, and subject to settlement, in case of dispute, as herein provided.

123.0 INSURANCE

123.1 Before commencing work, the Contractor shall submit copies of his Workmen's Compensation and Manufacturers' and Contractors' Public Liability Insurance policies to the Authority for review and approval. He shall similarly submit his subcontractor's policies of similar insurance before each commences work. The policies submitted shall be scheduled on an approved form to be supplied by the Authority. The Authority will, in writing, identify the policies and indicate its approval or disapproval of the policies. New policies from other companies shall be provided in place of those disapproved. Such insurance shall be carried with financially responsible insurance companies, licensed in the State and approved by the Authority, and shall be kept in force until the Contractor's work is accepted by the Authority. Contracts of insurance (covering all operations under this Contract) which expire before the Contractor's work is accepted by the Authority shall be renewed and submitted to the Authority for its approval.

123.2 The Contractor shall carry or require that there be carried Workmen's Compensation Insurance for all his employees and those of his subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.

The Contractor shall give written or printed notice to all persons under contract of hire with him and to every person with whom he is about to enter into a contract of hire, that he has provided for payment to injured employees by insuring as provided under Chapter 152 of General Laws. The foregoing shall also apply to subcontractors. The form of notice to be posted is prescribed by the Department of Industrial Accidents of the Commonwealth of Massachusetts.

123.3 The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Public Liability Insurance with limits of \$500,000/\$1,000,000 to protect the Contractor and his subcontractors



against claims for injury to or death of one, or more than one person, due to accidents which may occur or result from operations under the Contract. Such insurance shall cover the use of all equipment, hoists, motor vehicles on the site or hauling materials or debris from the site.

123.4 The Contractor shall carry, during the life of the Contract, Property Damage Insurance in the penal sum of \$1,000,000 to protect the Contractor and the subcontractors from all claims for property damage which might arise from operations under this Contract.

124.0 GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Authority shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibilities for failure to comply with terms of Contract Documents. The Authority will give notice of observed non-compliance with reasonable promptness.

125.0 RISK OF LOSS

The Authority assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued, will be made.

126.0 REMOVAL AND SALVAGE OF EXISTING BUILDINGS

126.1 Upon execution of the Contract for the work of Demolition and Site Clearance on all or any part of the Demolition Area, all right title and interest of the Authority in and to buildings, structures and other property to be demolished and/or removed by the Contractor on said part or all of the Project Area as described in such Notice to Proceed, shall be deemed to be vested in the Contractor, subject to all provisions of the Contract and the following:

126.1.1 No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

126.1.2 Only such property may be salvaged by the Contractor as is owned by the Authority and in the event of any doubt respecting the ownership of any particular property, the Contractor shall request from the Authority a written statement respecting its ownership.

126.1.3 Except as otherwise provided, all salvage becomes the property of the Contractor and shall be taken from the

Demolition Area. Storage of materials and equipment on such Area will not be permitted except during the period of the Contract. Such storage of salvage shall in no way interfere with other activities of the Authority.

126.1.4 All rubbish and debris found existing on the Demolition Area at the start of the work shall be removed by the Contractor.

126.1.5 Personal property of third persons or of occupants of buildings on the site shall not become the property of the Contractor.

126.1.6 In the event that the Authority terminates the Contractor's right to proceed in accordance with Section - TERMINATION; DELAYS; AND LIQUIDATED DAMAGES above or for failure to comply with the FEDERAL LABOR-STANDARDS PROVISIONS under GENERAL CONDITIONS, PART II, all right and all title in and to buildings, structures, material and property transferred by this Section and remaining on the Project Area, shall revert to and vest in the Authority without prejudice to any claim which the Authority may have against the Contractor arising from the Contractor's default.

126.1.7 Materials left on the Demolition Area after acceptance of the work by the Authority shall be deemed to have been abandoned by the Contractor to the Authority and title thereto shall thereupon revert to and vest in the Authority without prejudice, however, to any claim which the Authority may have against the Contractor arising from the Contractor's action in so leaving such materials on the site.

126.1.8 Property belonging to public bodies or public service companies, unless abandoned by such companies, shall not become the property of the Contractor by reason of transfer herein provided for, and the Authority does not warrant title to any such property.

126.1.9 Property which has been determined by competent authority as historical, archaeological or antique items shall not become the property of the Contractor.

126.2 Unless otherwise specified, no structure shall be removed from the premises as a whole, or in a substantially whole condition, but all such buildings shall be demolished on the premises.

127.0 LIVE UTILITIES AND OTHER PROPERTY

127.1 The Contractor shall assume all responsibility for damage attributable to him to any property upon, or passing through, the Project Area, but excluded from the work or not owned by the Authority, such as utility line, surface improvements, or like items.

127.2 If disconnections of underground utility services are required



to be made in public thoroughfares, the Contractor shall comply with all local requirements and regulations respecting the barricading of streets, the removal and restoration of pavement, and other pertinent matters.

128.0 CONTRACTOR TO MAKE OWN EXAMINATION

Plans, calculations, estimates of quantities, and any statements made in the Instructions to Bidders or otherwise as to the conditions under which the work is to be performed are not guaranteed by the Authority to be correct or to be a complete representation of all existing data on conditions affecting the work, and the Contractor agrees that he has made his own examination and will make no claim for damages on account of any errors, inaccuracies or omissions that may be found.

The Contractor shall not take any advantage or have any claim for damages on account of any discrepancy, error or omission in any plans, calculations, estimates of quantities, or any statement made in the Instructions for Bidders or otherwise as to the conditions under which the work is to be performed, and he shall report such discrepancy, error or omission to the Authority in writing as soon as it comes to his knowledge, and before proceeding with work related to such discrepancy, error or omission. Any correction or modification of the plans or specifications may be made by the Authority when necessary in their opinion, for the proper fulfillment of their purpose or for their proper interpretations.

GENERAL SPECIFICATIONS

GENERAL CONDITIONS

PART II

(FEDERAL LABOR-STANDARDS PROVISIONS)

201.0 THE PROJECT TO WHICH THE WORK COVERED BY THIS CONTRACT PERTAINS

The Project to which the work covered by this Contract pertains is being assisted under Title I of the Housing Act of 1949, as amended, by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

202.0 DEFINED TERMS

Except where the context clearly indicates otherwise, the following terms as used in these Federal Labor-Standards Provisions, shall have the meanings ascribed to them in this Section. The term, "Administrator", means the Department of Housing and Urban Development Administrator, or other person who may be at the time acting in the capacity or authorized to perform the functions of such administrator, or the authorized representative thereof, or any other person designated by such Administrator to perform his functions. The term, "subcontractor", means any subcontractor whose subcontract covers any of the work covered by this Contract. The term, "subcontract", means any subcontract which calls for the performance of any of the work covered by this Contract.

203.0 MINIMUM SALARY RATES FOR ARCHITECTS, TECHNICAL ENGINEERS, DRAFTSMEN, AND TECHNICIANS

All architects, technical engineers, draftsmen, and technicians (herein called "technical employees") employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each month, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified), the full amounts due at the time of payment computed at salary rates not less than those set forth in the attached Exhibit "A" below, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such technical employees.



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
URBAN RENEWAL PROGRAM
DETERMINATION OF PREVAILING SALARIES OF TECHNICAL POSITIONS

A. NAME OF LOCAL PUBLIC AGENCY

Boston Redevelopment Authority

C. LOCALITY OF PROJECTS

Boston, Massachusetts

B. ADDRESS OF LOCAL PUBLIC AGENCY

City Hall/Room 900
1 City Hall Square
Boston, Massachusetts

Prevailing Salaries
Determined by Secretary

D. CLASSIFICATION OF EMPLOYMENT

	<u>Regular Rate</u>	<u>Per Time Period</u>	<u>Overtime Rate</u>	<u>Per Time Period*</u>
1. Planner (3)	5.80			
2. Planner (2)	5.00			
3. Planner (1)	4.50			
4. Engineer (3)	5.60			
5. Engineer (2)	5.10			
6. Engineer (1)	3.50			
7. Architect (3)	5.60			
8. Architect (2)	5.10			
9. Architect (1)	3.50			
10. Landscape Architect (3)	5.20			
11. Landscape Architect (2)	4.80			
12. Landscape Architect (1)	2.90			
13. Draftsman (3)	4.30			
14. Draftsman (2)	3.50			
15. Draftsman (1)	2.80			
16. Chief of Party (Surveying)	3.70			
17. Instrumentman	3.15			
18. Rodman	2.20			
19. Chainman	2.00			
20. Draftsman-Tracer	2.25			
21. Inspector	3.70			

*Year indicated by "Y", Month by "M", Week by "W", and Hour by "H"

The rates indicated above are determined to be the salary rates prevailing in the above locality for the respective classifications of architects, technical engineers, draftsmen, and technicians employed in the development of Title I projects.

In order to fulfill the provisions of the Contract or contracts for Title I financial assistance you shall require the payment of not less than the salaries prevailing in the locality as herein determined, to such technical personnel employed in the development of the aforementioned Title I projects as are within the purview of the determination. This determination supersedes all previous determinations.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT
BY: James P. Sweeney
Acting Regional Director of Urban Renewal

Date: February 21, 1968



204.0 - MINIMUM WAGE RATES FOR LABORERS AND MECHANICS

All laborers and mechanics employed upon the work covered by this Contract shall be paid unconditionally and not less often than once each week, and without subsequent deduction or rebate on any account (except such payroll deductions as are made mandatory by law and such other payroll deductions as are permitted by the applicable regulations issued by the Secretary of Labor, United States Department of Labor, pursuant to the Anti-Kickback Act hereinafter identified) the full amounts due at time of payment computed at wage rates not less than those contained in the wage determination decision of said Secretary of Labor which is set forth below and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics. All laborers and mechanics employed upon such work shall be paid in cash, except that payment may be by check if the employer provides or secures satisfactory facilities approved by the Authority for the cashing of the same without cost or expense to the employees. For the purpose of this Clause, contributions made or costs reasonably anticipated under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section 5.5 (a) (1) (iv) of Title 29, Code of Federal Regulations. Also for the purpose of this clause, regular contributions made or costs incurred for more than a weekly period under plans, funds, or programs, but covering the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

U.S. DEPARTMENT OF LABOR
Office of the Secretary
Washington

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a wage predetermination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on information available to the Department of Labor the wage rates and fringe payments listed are hereby determined by the Secretary of Labor as prevailing for the described classes of labor in accordance with applicable law.

This wage determination decision and any modification thereof during the period prior to the stated expiration date shall be made a part of every contract for performance of the described work as provided by applicable law and regulations of the Secretary of Labor, and the wage rates and fringe payments contained in this decision, including modifications, shall be the minimums to be paid under any such contract by contractors and subcontractors on the work.

The contracting officer shall require that any class of laborers and mechanics which is not listed in the wage determination and which is to be employed under the contract, shall be classified or reclassified

conformably to the wage determination, and a report of the action taken shall be sent by the Federal agency to the Secretary of Labor. In the event the interested parties cannot agree on the proper classification or reclassification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job, the contractor shall present to the contracting officer written evidence of registration of such employees in a program of a State apprenticeship and training agency approved and recognized by the U. S. Bureau of Apprenticeship and Training. In the absence of such a State agency, the contractor shall submit evidence of approval and registration by the U. S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the established apprentice-journeyman ratio and wage rates in the Project Area, which will be the basis for establishing such ratios and rates for the Project under the applicable contract provisions.

Fringe payments include medical and hospital care, compensation for injuries or illness resulting from occupational activity, unemployment benefits, life insurance, disability and sickness insurance, accident insurance (all designated as health and welfare), pensions, vacations, holiday pay, apprenticeship or other similar programs and other bona fide fringe benefits.

By direction of the Secretary of Labor

Charles Donahue, Solicitor of Labor

LIBRARY OF
BOSTON REDEVELOPMENT AUTHORITY
Library

AK-5814

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

DATE OF DEDUCTION

STATE MASSACHUSETTS COUNTY SUFFOLK

DESCRIPTION OF WORK BUILDING, HEAVY, HIGHWAY, MARINE CONSTRUCTION AND DREDGING.

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

DATE OF DEDUCTION APRIL 8, 1971

BUILDING, HEAVY, HIGHWAY, MARINE CONSTRUCTION AND DREDGING.

13-Base-1-2-3 V 1 of 2

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
	H & V	PENSIONS	VACATION	APP. TR. OTHERS
\$7.705	.40	.30		.01
6.25	.30	.50		.01
7.25	.30	.15		.04
6.65	.30	.30		.04
7.35	.35	.20		.04
7.50	.30	.15		.015
7.54	.17	.105	22%+b	.005
5.23	.17	.105	22%+b	.005
3.77	.17	.16		.02
5.95	.25	.25		.05
7.64	.20	.25		.05
5.35	.20	.25		.05
5.60	.20	.25		.05
5.05	.20	.25		.05
5.55	.20	.25		.05
5.40	.20	.25		.05
5.23	.20	.25		.05
6.10	.20	.25		.05
5.35	.20	.25		.05
5.76	.20	.25		.05
5.47	.20	.25		.05
6.83	.40	.45		.01
6.40	.35			.01
7.03		.15		
6.27		.15		
4.78		.15		
6.19		.15		
5.05	.25	.25		
5.70	.20	.10		
6.95	.30	.30		
6.075	.27	.30		.01
6.075	.27	.30		.01
7.075	.27	.30		.01

BUILDING, HEAVY & HIGHWAY CONSTRUCTION

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

Asbestos workers

13-Base-1-2-3 V 2 of 2

BUILDING, HEAVY & HIGHWAY CONSTRUCTION (Cont'd)

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS			
	H & V	PENSIONS	VACATION	APP. TR. OTHERS
\$5.75	.30	.30		.02
6.65	.65	.25		.02
7.60	.30	.35		.02
6.05	.20	.15		.02
7.78	.11	.35		.02
6.97	.15	.25		.02
5.85	.25	.25		.11
6.60	.35	.30		
5.80	.20	.10		
6.75	.20	.10		
5.73	.20	.10		

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

Pile drivers

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

PROTOTYPES

a. Employer contributes 1% of basic hourly rate for 5 years or more of service or 2% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

b. Holidays: A through F.

c. Holidays: A through F, Washington's Birthday and Good Friday providing the employee has worked at least 15 full days during the 120 calendar days prior to the holiday and the regular scheduled work days immediately preceding and following the holiday.

d. Six paid holidays: A through F and Bunker Hill Day, provided the employee has been employed 10 working days prior to anyone of the listed holidays.

e. Employer pays \$5.00 per day extra above the basic rate

U.S. DEPARTMENT OF LABOR

OFFICE OF THE SECRETARY

WASHINGTON

MASS. 1-120-1-R

BUILDING CONSTRUCTION

Over Equipment Operators

hoists, cranes, truck cranes, drag-
lines, trench hoes, buckhoes, three
drum machines, derricks, pile drivers
elevator towers, hoists, grapples,
shearbores, front end loaders
(except when pushing), fork lifts,
suckers, cherry pickers, boring
machines, rotary drills, test hole
machines, post hole diggers, pumpcrete
machines

over 150' including jib-
additional \$.25 per hour
over 185' including jib-
additional \$.70 per hour
over 210' including jib-
additional \$1.00 per hour
over 250' including jib-
additional \$1.50 per hour
over 295' including jib-
additional \$2.00 per hour
or vibratory hammers, graders,
crackers, tractors, concrete pumps,
sanders, scrapers, bulldozers,
mulching machines, yard rollers,
portable steam boilers, rollers,
spreaders, tamper self-propelled or
tractor drawn, asphalt pavers,
mechanics maintenance
pumps (1-3 grouped), compressors,
excavating machines (1-3 grouped),
generators, concrete vibrators,
lighting plants, heaters (power
driven 1-5), wellpoint systems
operating and installing), siphons-
valves, concrete mixers, valves
controlling permanent plant air or
steam, conveyors, Jackson type tamper
single diaphragm pump
assistant engineers (firemen)
and apprentices (other than
truck cranes and gradalls
and apprentices on truck cranes
and gradalls

all Holidays (where applicable):

New Year's Day; Memorial Day; C-
Independence Day; Labor Day; E-
Thanksgiving Day; F-Christmas Day.
G-1906-231 a- Holiday A through F
and Veterans' Day.

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				
	RAV	PENSIONS	VACATION	APP. TR.	OTHERS
7.26	.35	.30	.	.02	
7.14	.35	.30	.	.02	
6.83	.35	.30	.	.02	
5.995	.35	.30	.	.02	
6.60	.35	.30	.	.02	
5.22	.35	.30	.	.02	
5.29	.35	.30	.	.02	

Washington's Birthdays: Patriots' Day; Columbus Day

DECISION OF THE SECRETARY

This case is before the Department of Labor pursuant to a request for a w
termination as required by law applicable to the work described.

A study has been made of wage conditions in the locality and based on ir
available to the Department of Labor the wage rates and fringe payments listed
determined by the Secretary of Labor as prevailing for the described classes
accordance with applicable law.

This wage determination decision and any modifications thereof during the p
to the stated expiration date shall be made a part of every contract for performa
described work as provided by applicable law and regulations of the Secretary of
the wage rates and fringe payments contained in this decision, including modifi
be the minimums to be paid under any such contract by contractors and subcont
the work.

The contracting officer shall require that any class of laborers and mechanics
not listed in the wage determination and which is to be employed under the cont
be classified or reclassified conformably to the wage determination, and a report of
taken shall be sent by the Federal agency to the Secretary of Labor. In the event
ested parties cannot agree on the proper classification or reclassification of a
class of laborers and mechanics to be used, the question accompanied by the recom
of the contracting officer shall be referred to the Secretary for determination.

Before using apprentices on the job the contractor shall present to the contract
written evidence of registration of such employees in a program of a State app
and training agency approved and recognized by the U.S. Bureau of Apprentic
Training. In the absence of such a State agency, the contractor shall submit
approval and registration by the U.S. Bureau of Apprenticeship and Training.

The contractor shall submit to the contracting officer written evidence of the
apprentice-journeyman ratios and wage rates in the project area, which will be the
establishing such ratios and rates for the project under the applicable contract pro

Fringe payments include medical and hospital care, compensation for injuries
resulting from occupational activity, unemployment benefits, life insurance, disability
ness insurance, accident insurance (all designated as health and welfare), pensions
and holiday pay, apprenticeship or other similar programs and other bona fide fringe

By direction of the Secretary of La

E. Iving Manger

E. IIVING MANGER, Associate Admin
Division of Wage Determinations
Wage and Labor Standards Admin



HEAVY AND HIGHWAY CONSTRUCTION	FRINGE BENEFITS PAYMENTS					BASIC HOURLY RATES
	M & W	PENSIONS	VACATION	APP. TR.	OTHERS	
Power Equipment Operators: Power shovels, cranes, truck cranes, derrick, cherry picker, pile driver, 2 or more drive machines, lighters, derrick boat, trenching machine, mechanical hoist pavers, rollers, cement concrete pavers, pugmills, hoisting engines, three-drum machines, pumpcrete machines, shovel loaders, shovel dozers & front-end loaders (when used for digging & grading), rucking machines (when used as in shafts and tunnels), shaft hoist, steam engines, backhoes, gradalls, cableways, forklifts, cherry pickers, boring machines, rotary drills, post hole hammers, post hole diggers	.35	.30		.02		\$ 7.26
Booms over 150' including jib - additional \$1.35 per hour						
Booms over 185' including jib - additional \$1.70 per hour						
Booms over 210' including jib - additional \$1.00 per hour						
Booms over 250' including jib - additional \$1.50 per hour						
Booms over 295' including jib - additional \$2.00 per hour						
Outrigger engine						
Bonic or vibratory hammer, yolk rakes, mulching machines, graders, bulldozers, scrapers						
Portable steam boiler, portable steam generator, roller, spreader, mechanic (welding), concrete mixer with side loader	.35	.30		.02		7.14
Assistant engineer (fireman)						
Pump, compressor, welding machine, heater (power driven), valve controlling permanent plant (air or steam), wellpoint system, auger (powered by independent engine and attached to pile driver), hydraulic saw, generator, lighting plant, synchronous motor, concrete mixer, conveyor	.35	.30		.02		6.83
Offer (other than truck crane and gradall) Offer on steam						
Offer on truck crane and gradall	.35	.30		.02		5.995
	.35	.30		.02		6.60
	.35	.30		.02		5.22
	.35	.30		.02		5.29
	.35	.30		.02		5.29

Holidays (where applicable):

A - New Year's Day; B - Memorial Day;

Independence Day; D - Labor Day;

Thanksgiving Day; F - Christmas Day

Notes:

Holidays: A through F; Washington's Birthday, Patriots' Day, Columbus Day and Veterans' Day

HEAVY CONSTRUCTION

FRINGE BENEFITS PAYMENTS	FRINGE BENEFITS PAYMENTS					BASIC HOURLY RATES
	M & W	PENSIONS	VACATION	APP. TR.	OTHERS	
Power Equipment Operators: Power shovels, cranes, truck cranes, derrick, cherry picker, pile driver, 2 or more drive machines, lighters, derrick boat, trenching machine, mechanical hoist pavers, rollers, cement concrete pavers, pugmills, hoisting engines, three-drum machines, pumpcrete machines, shovel loaders, shovel dozers & front-end loaders (when used for digging & grading), rucking machines (when used as in shafts and tunnels), shaft hoist, steam engines, backhoes, gradalls, cableways, forklifts, cherry pickers, boring machines, rotary drills, post hole hammers, post hole diggers	.35	.30		.02		7.26
Booms over 150' including jib - additional \$1.35 per hour						
Booms over 185' including jib - additional \$1.70 per hour						
Booms over 210' including jib - additional \$1.00 per hour						
Booms over 250' including jib - additional \$1.50 per hour						
Booms over 295' including jib - additional \$2.00 per hour						
Outrigger engine						
Bonic or vibratory hammer, yolk rakes, mulching machines, graders, bulldozers, scrapers	.35	.30		.02		7.21
Portable steam boiler, portable steam generator, roller, spreader, mechanic (welding), concrete mixer with side loader	.35	.30		.02		7.14
Assistant engineer (fireman)						
Pump, compressor, welding machine, heater (power driven), valve controlling permanent plant (air or steam), wellpoint system, auger (powered by independent engine and attached to pile driver), hydraulic saw, generator, lighting plant, synchronous motor, concrete mixer, conveyor	.35	.30		.02		6.83
Offer (other than truck crane and gradall) Offer on steam						
Offer on truck crane and gradall	.35	.30		.02		6.60
	.35	.30		.02		
	.35	.30		.02		
	.35	.30		.02		
	.35	.30		.02		

Paid Holidays (where applicable):

A - New Year's Day; B - Memorial Day; C - Independence Day; D - Labor Day; E - Thanksgiving Day;

F - Christmas Day.

NOTES:

Holidays: A through F; Washington's Birthday, Patriots' Day, Columbus Day, and Veterans' Day provided the employee has worked 3 days during the week in which the holiday falls and is available for work the days preceding the holiday.

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				OTHERS
	H & W	PENSIONS	VACATION	APP. TR.	
Apprentice and Clamshell Dredgers - Operators	.25	.15	a+b		
Cranemen	.25	.15	a+b		
Maintenance Engineers	.25	.15	a+b		
Welders	.25	.15	a+b		
Mates	.25	.15	a+b		
Oilers, Firemen, Welders' Helpers	.25	.15	a+b		
Leekhands	.25	.15	a+b		
Seamen	.25	.15	a+b		
Engineer	.25	.15	a+b		
Hydraulic Dredgers - Levorman	.25	.15	a+b		
Engineer and Derrick operators	.25	.15	a+b		
Maintenance Engineer	.25	.15	a+b		
Bridge carpenter, electricians, blacksmith, welders & boilerman	.25	.15	a+b		
Mates	.25	.15	a+b		
Office, Fireman, carpenter's helper, welder's helper & blacksmith helper	.25	.15	a+b		
Deckhands and shoreman	.25	.15	a+b		
Tug engineer	.25	.15	a+b		
Tug deckhand	.25	.15	a+b		
Drill Mate	.25	.15	b		
Engineer	.25	.15	b		
Blaster	.25	.15	b		
Drillier Welder, Machinist	.25	.15	b		
Fireman	.25	.15	b		
Oiler	.25	.15	b		
Drill helper	.25	.15	b		

PAID HOLIDAYS:

- A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day

FOOTNOTES:

- Holidays: A through F; Washington's Birthday and Veterans Day.
- Holidays: A through F; Washington's Birthday and Veterans Day (6-1/2) days of vacation with pay for 104 days of service one additional day of vacation with pay for each additional 21-2/3 days of service, all in one calendar year. Employees not qualifying for vacation to receive 1 day's vacation with pay for each full 24 days of service in one calendar year.

MASS.-1-LAN-2-3-F

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				OTHERS
	H & W	PENSIONS	VACATION	APP. TR.	
(HEAVY AND HIGHWAY CONSTRUCTION)					
LABORERS:					
Laborers	.20	.25			.05
Block Movers, Rammers, Curb-setters,	.20	.25			.05
Air Track Operator	.20	.25			.05
Red Carriers, Pneumatic Drill - operators,	.20	.25			.05
Wagon Drill Operators and Pipelayers,	.20	.25			.05
Blasters, Foreman	.20	.25			.05

MASS.-1-10-1-2-3-F

BASIC HOURLY RATES	FRINGE BENEFITS PAYMENTS				OTHERS
	H & W	PENSIONS	VACATION	APP. TR.	
TRUCK DRIVERS - BUILDING, HEAVY AND HIGHWAY:					
Two axle equipment	.24	.35	a+b		
Three axle equipment	.24	.35	a+b		
Four and five axle equipment	.24	.35	a+b		
Low bed trailer	.24	.35	a+b		
Specialized earth moving equipment other than conventional	.24	.35	a+b		
Helpers on low beds	.24	.35	a+b		
PAID HOLIDAYS: (Where Applicable)					
A-New Year's Day; B-Memorial Day; C-Independence Day; D-Labor Day; E-Thanksgiving Day; F-Christmas Day.					
FOOTNOTES:					
a. One half day's pay each month in which an employee has worked 15 days; provided he has been employed for 4 months.					
b. Holidays: A through F, Washington's Birthday, Columbus Day and Veterans Day after 30 days employment, provided an employee works two days of the calendar week in which the holiday falls.					

OFFICE OF THE SECRETARY
WASHINGTON

NOTICE OF MODIFICATION - DECISION OF THE SECRETARY

TO: ARMY, MD, CG, FAA(AS), FHA, GSA, HAA, NIH (A&E), RAO, VA, HWY, UMTA, PO, BC, FWQA, NAVY, AAES, OEO, MA, DHEW, FHA(LG).

DESCRIPTION OF WORK	DATE OF THIS MODIFICATION	MODIFICATION NO.
	December 9, 1970	One
BUILDING, HEAVY, HIGHWAY, MARINE CONSTRUCTION AND DREDGING	DECISION NO.	EXPIRES
	AK-5814	April 8, 1971
	COUNTY	STATE
	Suffolk	Massachusetts

Upon review of current data, changes as noted below are hereby directed. The rates in the enumerated wage determination decision, as amended by previous modifications, and as modified herein, are to be considered prevailing (or, in the case of the Federal Airport Act, as the minimum) in accordance with applicable law.

Basic Hourly Rates	Fringe Benefits Payments				
	H & W	Pensions	Vacation	App. TR.	Others

UNGE:
Boilermakers \$7.25 .40 10% .01

T:
redging schedule issued in original decision.

:
redging schedule as attached

Dredging

BASIC
HOURLY
RATES

FRINGE BENEFITS PAYMENTS

H & W

PENSIONS

VACATION

APP. TR.

OTHERS

Dredge operator

\$5.935

.225

.25

c+d

Mates

4.05

.742

.197

c+d

Scowmen

3.31

.742

.161

c+d

Deckhand

3.36

.742

.163

c+d

Tug Engineer

4.10

.742

.197

c+d

Hydraulic Dredges

Leverman

5.47

.25

.15

a+5%

Engineer and derrick operators

5.40

.25

.15

a+5%

Maintenance Engineer

5.29

.25

.15

a+5%

Dredge carpenter, electricians,

blacksmith, welders & boilerman

5.17

.25

.15

a+5%

Mates

4.80

.25

.15

a+5%

Oiler, Fireman, carpenter's helper,

welder's helper & blacksmith

helper

4.24

.25

.15

a+5%

Deckhands and shoreman

4.00

.25

.15

a+5%

Tug engineer

4.86

.25

.15

a+5%

Tug deckhand

4.06

.25

.15

a+5%

Drill Boats

Engineer

6.3475

.25

.15

b

Blaster

6.4375

.25

.15

b

Driller; Welder; Machinist

6.3487

.25

.15

b

Fireman

6.0975

.25

.15

b

Oiler

5.97

.25

.15

b

Drill helper

5.97

.25

.15

b

PAID HOLIDAYS:

A-New Year's Day; B-Memorial Day;
C-Independence Day; D-Labor Day;
E-Thanksgiving Day; F-Christmas Day.

FOOTNOTES:

- a. Holidays: A through F;
Washington's Birthday and
Veterans Day.
- b. Holidays: A through F;
Washington's Birthday and
Veterans Day (6 2/3) days of
vacation with pay for 104 days
of service one additional day
of vacation with pay for each
additional 21-2/3 days of
service, all in one calendar
year. Employees not qualifying
for vacation to receive 1 day's
vacation with pay for each full
24 days of service in one
calendar year.
- c. Paid holidays: New Year's Day;
Washington's Birthday; Memorial
Day; Independence Day; Labor Day;
Veterans Day; Thanksgiving Day
and Christmas Day.
- d. One week's vacation after one year
of employment.

205.0 UNDERPAYMENTS OF WAGES OR SALARIES

In case of underpayment of wages or salaries by the Contractor or by any subcontractor to laborers, mechanics, or technical employees employed by the Contractor or subcontractor upon the work covered by this Contract, the Authority in addition to such other rights as may be afforded it under this Contract may withhold from the Contractor, out of any payments due the Contractor, so much thereof as the Authority may consider necessary to pay such laborers, mechanics or technical employees the full amount of wages or salaries required by this Contract. The amount so withheld shall be disbursed by the Authority for and on account of the Contractor or the subcontractor (as may be appropriate), to the respected laborers, mechanics, or technical employees to whom the same is due or on their behalf to plans, funds, or programs for any type of fringe benefit prescribed in the applicable wage determination.

206.0 FRINGE BENEFITS AS PART OF WAGES

The Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b) (2) (B) of the Davis-Bacon Act, or any bona-fide fringe benefits not expressly listed in Section 1 (b) (2) of the Davis-Bacon Act or otherwise not listed in the wage determination decision of the Secretary of Labor which is included in this Contract, when the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. Whenever practicable, the Contractor should request the Secretary of Labor to make such findings before the making of the Contract. In the case of unfunded plans and programs, the Secretary of Labor may require the Contractor to set aside, in a separate account, assets for the meeting of obligations under the plan or program. A copy of any findings made by the Secretary of Labor in respect to fringe benefits being provided by the Contractor must be submitted to the Authority with the first payroll filed by the Contractor subsequent to the receipt of the findings.

207.0 CONTRACT WORK HOURS STANDARDS ACT--OVERTIME COMPENSATION

207.1 Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day, or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, as the case may be.

207.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in Section 207.1, the Contractor and any subcontractor responsible therefor shall be liable

to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the clauses set forth in Section 207.1, in the sum of \$10. for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in Section 207.1.

207.3 Withholding for liquidated damages. The Authority may withhold or cause to be withheld, from any moneys, payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in the clause set forth in Section 207.2.

207.4 Subcontracts. The Contractor shall insert in any subcontracts the clauses set forth in Sections 207.1, 207.2, and 207.3 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.

208.0 EMPLOYMENT OF APPRENTICES

Apprentices (to mechanics) will be permitted to perform work covered by this Contract only under a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the Federal Bureau of Apprenticeship and Training, United States Department of Labor, or, if no such recognized Agency exists in a state, under a program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of apprentices to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate who is not registered as above shall be paid the wage rate determined by the Secretary of Labor, United States Department of Labor, for the classification of work he actually performed. The Contractor or subcontractor will be required to furnish written evidence of the registration of his program and apprentices, as well as of the appropriate ratios and wage rates for the area of construction, prior to using any apprentices on the Contract work.

209.0 CONTRACTOR'S CERTIFICATES

Before each payment by the Authority to the Contractor under this Contract, the Contractor shall furnish the Authority with his certificate, in duplicate substantially to the effect that the Contractor and each subcontractor has complied with the wage and other Labor-Standards Provisions of this Contract which pertain to laborers and mechanics employed upon the work covered by this Contract or that there is an honest dispute with respect to such provisions. The form of the certificate to be used will be furnished by the Authority.

During the performance of this Contract, the Contractor agrees as follows:

210.1 The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and after October 13, 1968, because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin, and after October 13, 1968, without regard to race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this non-discrimination clause.

210.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin, and after October 13, 1968, without regard to race, color, religion, sex, or national origin.

210.3 The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

210.4 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

210.5 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor or the Secretary of Housing and Urban Development pursuant thereto, and will permit access of his books, records, and accounts by the Local Public Agency, the Secretary of Housing and Urban Development, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

210.6 In the event of the Contractor's non-compliance with the nondiscrimination clauses of this Contract with any of such rules, regulations or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

210.7 The Contractor will include the provisions of Sections 210.1 through 210.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Authority or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

211.0 EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

No person who, at the time, is serving sentence in a penal or correctional institution shall be employed on the work covered by this Contract.

212.0 REGULATIONS PURSUANT TO SO-CALLED "ANTI-KICKBACK ACT"

The Contractor shall comply with the applicable regulations (a copy of which is attached and herein incorporated by reference) of the Secretary of Labor, United States Department of Labor, made pursuant to the so-called "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 862; title 18 U.S.C., section 874; and title 40 U.S.C., section 276c), and any amendments or modifications thereof, shall cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and shall be responsible for the submission of affidavits required of subcontractors thereunder, except as said Secretary of Labor may specifically provide for reasonable limitations, variations, tolerances, and exemptions from the requirements thereof.

213.0 EMPLOYMENT OF LABORERS OR MECHANICS NOT LISTED IN AFORESAID WAGE DETERMINATION DECISION

Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract will be classified or reclassified conformably to the wage determination by the Authority, and a report of the action taken shall be submitted by the Authority, through the Administrator, to the Secretary of Labor, United States Department of Labor. In the event the interested parties can not agree on the proper classification of a particular class of laborers and mechanics to be used, the question accompanied by the recommendation of the Authority shall be referred, through the Administrator, to the Secretary for final determination.

214.0 FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

The Authority shall require, whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is

not expressed as an hourly wage rate and the Contractor is obligated to pay a cash equivalent of such a fringe benefit, an hourly cash equivalent thereof to be established. In the event the interested parties cannot agree upon a cash equivalent of the fringe benefit, the question, accompanied by the recommendation of the Authority, shall be referred, through the Administrator, to the Secretary of Labor for determination.

215.0 POSTING WAGE DETERMINATION DECISIONS AND AUTHORIZED WAGE DEDUCTIONS

The applicable wage poster of the Secretary of Labor, United States Department of Labor (Form SOL-155), and the applicable wage determination decisions of said Secretary of Labor with respect to the various classifications of laborers and mechanics employed and to be employed upon the work covered by this Contract, and a statement showing all deductions, if any, in accordance with the provisions of said Contract, to be made from wages actually earned by persons so employed or to be employed in such classifications shall be posted at appropriate conspicuous points at the site of the work.

216.0 COMPLAINTS, ETC., BY EMPLOYEES

No laborer, mechanic, or technical employee to whom the wage, salary, or other labor-standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

217.0 CLAIMS AND DISPUTES PERTAINING TO SALARY RATES FOR TECHNICAL EMPLOYEES

Claims and disputes pertaining to salary rates or to classifications of technical employees employed upon the work covered by this Contract shall be promptly reported in writing by the Contractor to the Authority for the latter's decisions which shall be final with respect thereto.

218.0 CLAIMS AND DISPUTES PERTAINING TO WAGE RATES FOR LABORERS AND MECHANICS

Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the work covered by this Contract shall be promptly reported by the Contractor in writing to the Authority for referral by the latter through the Administrator to the Secretary of Labor, United States Department of Labor, whose decision shall be final with respect thereto.

219.0 QUESTIONS CONCERNING CERTAIN FEDERAL STATUTES AND REGULATIONS

All questions arising under this Contract which relate to the application or interpretation of (a) the aforesaid Anti-Kickback Act, (b) the Contract Work Hours Standards Act, (c) the regulations issued by the

Secretary of Labor, United States Department of Labor, pursuant to said Acts, (d) the aforesaid Davis-Bacon Act, or (e) the labor-standards provisions of Title 1 of the Housing Act of 1949, as amended, shall be referred, through the Authority and the Administrator, to the Secretary of Labor, United States Department of Labor, for said Secretary's appropriate ruling or interpretation which shall be authoritative and may be relied upon for the purposes of this Contract.

220.0 PAYROLLS AND BASIC PAYROLL RECORDS OF THE CONTRACTOR AND SUBCONTRACTORS

The Contractor and each subcontractor shall prepare his payrolls on forms satisfactory to and in accordance with instructions to be furnished by the Authority. The Contractor shall submit weekly to the Authority two certified copies of all payrolls of the Contractor and of the subcontractors, it being understood that the Contractor shall be responsible for the submission of copies of payrolls of all subcontractors. Each such payroll shall contain the "Weekly Statement of Compliance" set forth in Section 3.3 of Title 29, Code of Federal Regulations. The payrolls and basic payroll records of the Contractor and each subcontractor covering all laborers and mechanics employed upon the work covered by this Contract shall be maintained during the course of the work and preserved for a period of three years thereafter. Such payrolls and basic payroll records shall contain the name and address of each such employee, his correct classification, rate of pay (including rates of contributions or costs anticipated of the types described in Section 1(b)(2) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. In addition, whenever the Secretary of Labor has found under Section 5.5(a)(1)(iv) of Title 29, Code of Federal Regulations, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor or subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and the records which show the costs anticipated or the actual cost incurred in providing such benefits. The Contractor and each subcontractor shall make his employment records with respect to persons employed by him upon the work covered by this Contract available for inspection by the Administrator, and authorized representatives of the Authority and of the United States Department of Labor. The Administrator and such representative shall be permitted to interview employees of the Contractor or of any subcontractor during working hours on the job.

The Contractor shall obtain from the Government Printing Office, Washington 25, D. C., sufficient quantities of Form WH-347 (1/68) on which he shall submit weekly the two certified copies of all payrolls of the Contractor and of the subcontractors.

221.0 SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

The transporting of materials and supplies to or from the site of the Project to which this Contract pertains by the employees of the

the Contractor or of any subcontractor, and the manufacturing or furnishing of materials, articles, supplies or equipment on the site of the Project to which this Contract pertains by persons employed by the Contractor or by any subcontractor, shall, for the purposes of this Contract, and without limiting the generality of the foregoing provisions of this Contract, be deemed to be work to which these Federal Labor-Standards Provisions of this Part II of General Conditions are applicable.

222.0 INELIGIBLE SUBCONTRACTORS

The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the Authority's prior written approval of the subcontractor. The Authority will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

223.0 INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS

223.1 No Member of or Delegate to the Congress of the United States and no Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise from the same: Provided, that the foregoing provision of this Section shall not be construed to extend to this Contract if made with a corporation for its general benefit.

223.2 No Member of the governing body of the Authority who exercises any functions or responsibilities in connection with the carrying out of the Project to which this Contract pertains, and no other officer or employee of the Authority who exercises any such function or responsibilities, shall have any private interest, direct or indirect, in this Contract which is incompatible or in conflict with the discharge or fulfillment of his functions and responsibilities in connection with the carrying out of the project to which this Contract pertains.

224.0 PROVISIONS TO BE INCLUDED IN CERTAIN SUBCONTRACTS

The Contractor shall include or cause to be included in each subcontract covering any of the work covered by this Contract, provisions which are consistent with the Federal Labor-Standards Provisions of this Part II of General Conditions, and also a clause requiring the subcontractors to include such provisions in any lower tier subcontracts which they may enter into, together with a clause requiring such insertion in any further subcontract that may in turn be made.

225.0 BREACH OF FOREGOING FEDERAL LABOR-STANDARDS PROVISIONS

In addition to the causes for termination of this Contract as herein elsewhere set forth, the Authority hereby reserves the right to terminate this Contract if the Contractor or any subcontractor whose subcontract covers any of the work covered by this Contract shall breach any of the Federal Labor-Standards Provisions of this Part II of General Conditions which pertain to laborers or mechanics. A breach of said Federal Labor-Standards Provisions may also be grounds for debarment as provided by the applicable regulations issued by the Secretary of Labor, United States Department of Labor.

ATTACHMENT TO
PART II OF GENERAL CONDITIONS

SO-CALLED "ANTI-KICKBACK ACT" AND REGULATIONS PROMULGATED
PURSUANT THERETO BY THE SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR

TITLE 18, U.S.C., Section 874

(Replaces Section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U. S. C.,
sec. 276b) pursuant to the Act of June 25, 1948, 62 Stat. 862)

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

SECTION 2 OF THE ACT OF JUNE 13, 1934, AS AMENDED (48 Stat. 948,
62 Stat. 862, 63 Stat. 108, 72 Stat. 967, 40 U.S.C., sec. 276c)

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor and subcontractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

--- X X X ---

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term, "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows:

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to land guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages" regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary, or otherwise, and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Sec. 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are immediate supervisors of such employees.

(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by these regulations during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be in the following form:

WEEKLY STATEMENT OF COMPLIANCE

_____, 19

I _____
(Name of signatory party)
do hereby state:

(Title)

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or subcontractor) (Building or work)
that during the payroll period commencing on the _____ day of _____
19 , and ending on the _____ day of _____, 19 , all persons
employed on said project have been paid the full weekly wages earned, that
no rebates have been or will be made either directly or indirectly to or
on behalf of said _____ from the full
(Contractor or subcontractor)
weekly wages earned by any person and that no deductions have been made
either directly or indirectly from the full wages earned by any person,
other than permissible deductions as defined in Regulations, Part 3
(29 CFR Part 3), issued by the Secretary of Labor under the Copeland Act,
as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 537; 40 U.S.C.
276c), and described below:

(Paragraph describing deductions, if any)

(2) That any payrolls otherwise under this Contract required to
be submitted for the above period are correct and complete; that the wage
rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated
into the Contract; that the classifications set forth therein for each
laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly
registered in a bona fide apprenticeship program registered with a State
apprenticeship agency recognized by the (Bureau of Apprenticeship and
Training), United States Department of Labor, or if no such recognized
agency exists in a State, are registered with the Bureau of Apprenticeship
and Training, United States Department of Labor.

(Signature and Title)

Section 1001 of Title 18 of the United States Code (Criminal Code and
Criminal Procedure) shall apply to such statements as provided in 72
Stat. 967 (18 U.S.C. 1001, among other things, provides that whoever
knowingly and willfully makes or uses a document or fraudulent state-
ment of entry, in any matter within the jurisdiction of any department
or agency of the United States, shall be fined not more than \$10,000 or
imprisoned not more than five years, or both).

(c) The requirements of this section shall not apply to any contract of \$2,000 or less.

(d) Upon the written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

Sec. 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or a State agency at the site of a building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Sec. 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraph of this section may be made without application to and approval of the Secretary of Labor.

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless, the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.

(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities for retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) It is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made, the additional records required under Sec. 516.25(a) of this title shall be kept.

Sec. 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission dividend or otherwise.

(b) The deduction is not otherwise prohibited by law.

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.

Sec. 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific identified contracts except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Sec. 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6 and shall notify the applicant in writing of his decision.

Sec. 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Sec. 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Sec. 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in the part as may be applicable. In this regard, see Sec. 5.5 (a) of this subtitle.

W. Willard Wirtz,

Secretary of Labor.

GENERAL CONDITIONSPART III(NON-FEDERAL LABOR STANDARDS PROVISIONS)

301.0 GENERAL PROVISIONS

The following Non-Federal Labor-Standards Provisions including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this Contract pursuant to the requirements of applicable State laws, but the inclusion of such provisions shall not be construed to relieve the Contractor or any subcontractor from the pertinent requirements of any corresponding Federal Labor-Standards Provisions of this Contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of this Contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this Contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week, or per month which employees engaged on the work covered by this Contract may be required or permitted to work thereon shall not be exceeded.

302.0 SCHEDULE OF SALARIES AND WAGES

(Chap. 461, Acts of 1935)

(See Schedules Following)

Demolition

MINIMUM WAGE RATES and HEALTH AND WELFARE FUND CONTRIBUTIONS as determined by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D, inclusive, as amended.

M₅₅-R 77

ST: Local - B.R. A.

TOWN: Boston - WATER FRONT

[illegible]

Sec. 26. Payments by employers to health and welfare and pension plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates herein provided.

Sec. 27. The aforesaid rates of wages in the schedule of wage rates shall include payments by employers to health and welfare and pension plans as provided in the previous section, and such payments shall be considered as payments to persons under this section performing work as herein provided. Any employer engaged in the construction of such works who does not make payment to a health and welfare and to a pension plan, where such payments are included in said rates of wages, shall pay the amount of said payments to each employee engaged in said construction, directly.

303.0 DUMP TRUCK CHARGES

The Contractor shall pay, or cause to be paid, all rental and transportation charges (whether incurred by the Contractor, subcontractor, or suppliers or transporters of materials to be incorporated in the work) for the hire or use of dump trucks in the carrying out of this Contract. The rental rates and transportation charges to be paid for dump trucks hired from any common or contract carrier for use in the prosecution of this Contract or for the delivery or transportation of materials to be incorporated in the work shall be the rates and charges specified in the tariff contract filed by such common or contract carrier with the Massachusetts Department of Public Utilities, but shall be not less than the rates and charges set forth in the following order of said Department of Public Utilities:

EFFECTIVE-August 28, 1968, the following are the Minimum Rates and Charges for the transportation in dump trucks of; road and building materials (except lumber), grading materials, building construction waste and road waste materials, coal, coke and snow, suitable for dump unloading. (D.P.U. 10730 and 12674).

ITEM 1 Minimum Hourly Rates (Vehicle & Driver)		(See NOTE 1)
<u>Registered Carrying Capacity of Vehicle</u>		<u>Rate Per Hour</u>
1,001 lbs	6,000 lbs	\$3.50
6,001 lbs	12,000 lbs	4.00
12,001 lbs	16,000 lbs	4.75
16,001 lbs	22,000 lbs	6.00
22,001 lbs	28,000 lbs	6.50
28,001 lbs	and over (2 axles)	7.50
(28,001 lbs	and over (3 axles)	8.50
(28,001 lbs	and over (3 axles) effective 10/15/68	\$12.00

NOTE 1 The hourly rates set forth above shall apply only when transportation charges are being paid for directly by the Commonwealth or any political subdivision thereof, or when the origin and destination points are both within the same city or town, or within ten* (10) miles of each other (air miles).

*Effective October 15, 1968; Revise distance from ten miles to twenty (20) miles.

<u>ITEM 2</u> Minimum Tonnage Rate (except Asphalt Road Mix)			
Per Mile of Haul	First Mile	Each Succeeding Mile	
Rate per ton (2,000 lbs)	\$.25 plus	\$.05	

Minimum Yardage Rate		
Per Mile of Haul	First Mile	Each Succeeding Mile
Rate per cubic yard	\$.35 plus	\$.88
(Irrespective of commodity density)		

Minimum Tonnage Rate on Asphalt Road Mix			
Per Mile of Haul	First Mile	Each Succeeding Mile	
	\$.30 plus	\$.05	

RULES

RULE 1 The computation of the mileage charges applicable to the tonnage and yardage rates shall be the accurate mileage from point of loading to point of unloading, said actual mileage to be agreed upon by both the shipper and the carrier. The actual agreed upon mileage is to be recorded by the carrier on his Freight Bills or Records of Transportation Charges as set forth in Rule 17, D.P.U. 10405. On fractions of miles no charges shall be added unless the distance exceeds five-tenths (5/10) of a mile in which case the charge will be based on the next mile. In the event of disagreement as to the mileage in any particular operation, the mileage shall be that set forth in the "Milo Mileage Guide" adjusted by the actual road mileage from point of loading and point of unloading to the civic centers of the points involved except that in the event of disagreement as to mileage on work being performed under the terms of a contract with the Commonwealth or any agency or political subdivision thereof, the mileage on which transportation charges are based shall be computed and determined by Contracting Authority as provided by Section 39B of Chapter 30 of the General Laws, inserted by Chapter 694 of the Acts of 1951.

IMPORTANT NOTICE

THIS DOCUMENT DOES NOT CONSTITUTE A TARIFF AND MAY NOT BE FILED AS SUCH. TARIFFS MUST BE FILED IN COMPLIANCE WITH D.P.U. 10405 AND MUST CONTAIN EXACT RATES AND CHARGES, NOT LESS THAN THOSE STATED ABOVE, AND WITH RULES NOT AT VARIANCE WITH ABOVE. ALL TARIFFS MUST BE FILED IN TRIPLICATE, ON PAPER 8½" x 11" IN SIZE.

SPECIAL CONDITIONS FOR DEMOLITION AND SITE CLEARANCE

401.0 PROJECT OR DEMOLITION AREA

The Demolition and Site Clearance Area of this Contract is in the Project Area of Urban Redevelopment Project No. Mass. R-77, located in the Downtown Waterfront-Faneuil Hall Project, City of Boston, Commonwealth of Massachusetts, and the Demolition Area in particular as delineated and shown on Demolition and Site Clearance Contract No. 6, Boston Redevelopment Authority, Boston, Suffolk County, Massachusetts, April, 1971, as listed in the schedule of Drawings and Plans, Section 501.0.

402.0 TIME OF COMPLETION

402.1 In that time is the essence of this Contract and completion dates for demolition and backfilling are based on new construction schedules, the Contractor shall employ sufficient equipment and workmen to complete demolition and backfilling as directed by the Authority's Director of Engineering. It is anticipated that all work shall be completed in 45 calendar days from the date of the "Notice to Proceed" to the Contractor. The Contractor will be required to complete his work under this contract as expeditiously as possible. The Contractor shall also employ sufficient equipment and workmen to complete demolition and site clearance as directed by the Director of Engineering of the Authority. If, in the opinion of the Authority, the progress of the work of the Contractor does not, at any time, clearly demonstrate that the completion of the demolition and backfill will meet with the approval of the Authority's Director of Engineering, the Authority reserves the right to require the Contractor to employ such additional equipment and workmen as are required, and to work overtime hours, to assure completion dates, all without additional cost to the Authority.

402.2 The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Authority in the "Notice to Proceed" to the Contractor and shall be fully completed in the calendar days specified above in Section 402.1.

402.3 The following are the blocks and parcels to be demolished and back-filled under this contract.

<u>Block</u>	<u>Parcel</u>	<u>Street Address</u>
88	1	Nos. 106-126 South Market Street 153-157 Atlantic Avenue 91-125 Clinton Street

402.4 Limit of the Authority's Liability. The Contractor shall be entitled to an appropriate extension of time if the Authority fails to release any building or structure as may manifestly be required for orderly procedure by the Contractor in the prosecution of his work for the completion of this work as set forth in Section 402.1.

402.5 No payment, compensation or adjustment of any kind (other than the extensions of time provided for in Section 402.4 above) shall be made to the Contractor for damages because of hindrances or delays from any cause in the progress of the work, whether such hindrances or delays be avoidable or unavoidable and the Contractor agrees that he will make no claim for compensation, damages or mitigation of liquidated damages for any such delays, and will accept in full satisfaction for such delays said extension of time.

403.0 NOTICE TO PROCEED

403.1 Release of Buildings. "Notice to Proceed" with the work will advise the Contractor concerning the buildings and structures on which work may be started immediately. The Contractor shall proceed at once, after obtaining from the Authority the certification specified under Section 604.1 and after obtaining from the Authority, if he so elects before starting demolition, the optional certification specified under Section 605.8 with the demolition and removal of the buildings and structures released to the Contractor and perform the work in such order as the Authority, in its discretion may require.

403.2 It is anticipated that each building or group of buildings to be demolished will be released to the Contractor when it becomes available to the Authority for demolition purposes. Failure by the Authority to release any building or buildings according to a priority schedule or release schedule, however, shall not be grounds for any claim by the Contractor for extra compensation.

403.3 In any building having an operative ADT Fire Alarm System (or other type of fire alarm system) and/or sprinkler system, none of these fire alarm systems shall be shut off until one (1) calendar day before the start of actual demolition of the building and the Contractor shall obtain a release for each type of fire alarm or protection system from the Fire Department prior to demolition and submit a copy of each release promptly to the Engineering Department. The Contractor will be allowed to strip released buildings but he shall not disturb or shut off either the ADT system and/or the sprinkler system during his stripping operations. The Contractor shall maintain and operate any heating system of released buildings which is necessary to keep any sprinkler system operative.

404.0 LIQUIDATED DAMAGES

Since it is impossible to assess accurately the damage which may be caused by delay by the Contractor in completing the work required by this Contract; and since actual damages may be great, owing to obligations undertaken by the Authority with respect to the Project Area; the parties have agreed upon the sum of two hundred dollars (\$200.00) per day as liquidated damages, for which the Contractor and his sureties shall be liable, to be paid by the Contractor to the Authority for each calendar day beyond the date stipulated for completion (or as modified in accordance with the section entitled CHANGES IN THE WORK under GENERAL CONDITIONS, PART 1) on which any part of the work required under this Contract shall not have been fully and satisfactorily completed.

The parties hereby further agree upon the sum of one hundred dollars (\$100.00) per day as liquidated damages for which the Contractor and his sureties shall be liable to be paid to the Authority by the Contractor for each calendar day beyond the time stipulated for the completion of demolition and clean-up of each priority parcel and building as listed in Section 402.3.

The Authority may accept any part of the Demolition Area if the work on Demolition thereon has been satisfactorily completed, and the surface of the ground brought to the condition set forth in the Technical Specifications, if needed to proceed with the further development of the Slum Clearance Project. The Contractor shall release such areas upon the request of the Authority.

405.0 RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents and

Technical Specifications, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses incurred and all other services and facilities of every nature whatsoever necessary for his performance of the Contract within the specified time.

406.0 COMMUNICATIONS

406.1 All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

406.2 Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement, (or at such other office as the Contractor may from time to time designate in writing to the Authority), or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission in each case addressed to such office.

406.3 All papers required to be delivered to the Authority, shall unless otherwise specified in writing to the Contractor, be delivered to the Boston Redevelopment Authority at New City Hall, Room 920, 1 City Hall Square, Boston, Massachusetts, and any notice to or demand upon the Authority shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Authority at such address, or to such other representatives of the Authority or to such other address as the Authority may subsequently specify in writing to the Contractor for such purpose.

406.4 Any such notice shall be deemed to have been given as of the time of actual delivery of (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

407.0 JOB OFFICES

407.1 The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the work of Demolition and Site Clearance. These shall be located so as to cause no interference to any work to be performed on the Site. The Authority shall be consulted with regard to locations.

407.2 Upon completion of the Demolition and Site Clearance, or as directed by the Authority, the Contractor shall remove all such temporary structures and facilities from the Site, same to become his property, and leave the premises in the condition required by the Contract Documents.

408.0 CONTRACT DOCUMENTS AND DRAWINGS

The Authority will furnish the Contractor without charge six (6) copies of the Contract Documents including Drawings. Additional copies requested by the Contractor will be furnished at cost.

409.0 HISTORICAL, ARCHAEOLOGICAL OR ANTIQUE ITEMS

The Contractor during his demolition excavation, site clearance and basement clearance operations may come upon, uncover or otherwise discover items of historical, archaeological or antique nature. The Contractor shall immediately stop operations at the particular site of the discovery and notify the Authority so that a proper evaluation may be made of its importance. The Authority shall arrange for the evaluation in a manner that shall not duly interfere with the Contractor's operations.

All such items, if designated by competent authority to be of historical, archaeological or antique nature shall not become the property of the Contractor but shall be placed in the custody of the Authority for disposition. (See Section 126.1.0).

The Contractor shall be required to remove with care or to assist in the removal of any such items and to transport the same to a place of safe keeping within the City of Boston.

Schedule of Drawings and Plans for Demolition and Site Clearance Contract No. 6
Downtown Waterfront-Faneuil Hall Area Project No. Mass. R-77

501.0 SCHEDULE OF DRAWINGS

Demolition and Site Clearance - Contract No. 6

Drawings No. 1 of 2 and No. 2 of 2

601.0 - SCOPE

601.1 This Contract includes the demolition and removal of all buildings, sheds, fences, steps, walks, ramps, walls and other structures from the project site (as defined in Section 401.0 - Special Conditions), and all related items necessary to perform and complete such work are a part of the Contract unless specifically excepted. Except as otherwise shown or stipulated, the demolition work here specified shall be carried down to existing ground level. It is the intent to include under this Contract the demolition and removal of all existing construction of every description which at present exists and extends above the ground level.

601.2 Obtain and pay for all permits and bonds as required for the execution of the work under this Contract. Attention is directed to City of Boston - Building Department Commissioner's Bulletin #5-67 August 21, 1967, Subject: Rules and Regulations Governing the Taking Down of Buildings or Other Structures.

601.3 Before starting demolition, notify all corporations, companies, individual or local authorities owning conduits, wire or pipes to, through or across the lot where the buildings and structures to be demolished are located. Have all services, such as water, gas, steam, electricity, low tension service, telephone and telegraph disconnected at the service mains in accordance with the rules and regulations governing the utility involved. Remove all inactive wires, electric services drops and connections. Securely seal at the building line all storm and sanitary sewers leading from structures to be demolished. Preserve all active utilities traversing the project site.

601.4 Remove from the project area all demolition materials taken from the buildings and disposed of outside the project area so that no accumulation of any demolition material is allowed which may in the opinion of the Authority, Fire Department or any other public agency having jurisdiction constitute a hazard.

601.5 Provide, erect and maintain all fences, planking, bridges, bracing, shoring, sheath piling, lights, barricades, warning signs, and guards as necessary for the protection of street, sidewalks and adjoining property.

601.6 Remove all protections when the work is completed and when authorized to do so by the Authority.

601.7 All work must be under the direction of a licensed building wrecker in accordance with the provisions of Chapter 479, Acts of 1938, as amended, sections 111 and 120 (d).

601.8 Immediately upon release of a building by the Authority to the Contractor, the Contractor shall strip and remove such salvageable material as he wishes to prevent being stolen or damaged. Should the Contractor be unable to demolish at once any building released to him, he shall remove or make safe any condition in the building which the Authority designates as an imminent hazard. The Contractor shall board up and otherwise secure all empty buildings, stores, apartments, offices, etc., when so instructed to do so by the Authority.

602.0 SITE CONDITION

The Contractor shall visit and accept the site as he finds it and shall inform himself of its character and the type of structures to be removed. The Authority assumes no responsibility for the condition of buildings and structures of the premises. Damage or loss (whether by reason of fire, theft or other happenings) shall be at the risk of the Contractor from and after the date of advertising for bids, and no such damage or loss to buildings or structures shall relieve the Contractor from any obligation under the Contract.

603.0 PROTECTION OF ADJACENT BUILDINGS

603.1 The work of demolishing the buildings and structures shall be carried on in a manner that will insure adjacent property, property title to which is not in the Authority, property which is occupied, and persons occupying such property against any damages or injuries which might occur from falling debris or other cause, and so as not to interfere with the use of adjacent buildings and structures of the free and safe passage to and from the same.

603.2 The Contractor shall take every precaution to guard against any movement or settlement of adjacent buildings, sidewalks or streets, and shall provide and place at his own expense, bracing or shoring necessary or proper in connection therewith, and shall be solely liable for any such movement or settlement and any damage and injury caused thereby or resulting therefrom. If at any time the safety of any adjacent building or structure shall appear to the Authority or the Contractor (or should reasonably appear to the Contractor if the Contractor were in the exercise of caution) to be endangered, the Contractor shall cease operations and, at his own expense, shall take all proper means to support such building or structure and shall not resume operations until permission has been secured in writing from the Authority.

603.3 If the Authority considers additional bracing or shoring necessary to safeguard and prevent any such movement or settlement, the Contractor shall promptly provide and place, at his own expense, any such bracing or shoring upon the order of the Authority, and if the Contractor fails to comply with such order, such bracing and shoring may be placed at the expense of the Contractor. All materials used in such bracing and shoring shall be left in place and shall become and be the property of the Authority.

603.4 The Contractor shall take adequate precautions to protect all walks, roads, streets, curbs, pavements, trees and planting, on or off the premises, and shall repair and replace or otherwise make good as directed by the Authority, any such or other damage so caused. All streets and sidewalks shall be kept free of all debris and equipment unless a proper permit is obtained from the City of Boston (no such permit shall be applied for without first obtaining the permission of the Chief Engineer of the Authority) and a copy of such permit is filed with the Authority. Streets and/or sidewalks for which a valid permit has been issued shall be barricaded in a manner which will assure the safety and minimum inconvenience of the public. Any violation of this paragraph, or other related sections of this Contract, if not corrected within twenty-four (24) hours after instructions to the Contractor to do so may be corrected by the Authority and the cost therefore charged against the Contractor.

603.5 Where a building to be demolished abuts an excluded structure, the dividing or party wall supporting the excluded structure shall be stripped of all lath, plaster, excess mortar, paint, sheathing, flashing and other material pertinent to the demolished structure, so as to leave a clean masonry surface on the demolition side.

Cavities in the masonry wall resulting from the removal of floor joists or structural beams and any other openings such as flues, chases, etc. shall be filled full with the same type masonry laid up with cement mortar so as to match existing in color and bond.

All cracks and joints shall be pointed and all corners returned to legal bond. Caps, flashing, caulking, gutters, and leaders shall be installed and/or repaired as necessary to insure a weathertight condition at the excluded structure.

The entire party or supporting wall exposed by the demolition shall be cleaned and weather proffed with "hydrocide s-x hycon" or "hydrocide color-coat" or approved equal in accordance with manufacturers specifications.

604.0 UTILITIES

604.1 Discontinuance or Interruption. Before starting demolition the Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under the jurisdiction of the utility companies or corporations, MBTA, Boston Police Department, Boston Fire Department and Boston Public Works Department such as gas, electricity, steam, refrigeration, low tension system, telephone, telegraph, police signal, fire alarm, water, sanitary sewer, storm drainage and any system or systems which will be effected by the work to be performed under this Contract. Before starting demolition the Contractor shall securely seal, at the building line of all buildings or structures to be demolished, all sanitary sewer or storm drainage pipes leading from the building or structure to existing mains. The pipe or pipes shall be filled full with cement mortar consisting of one part Portland cement and two parts of sand. Demolition shall not be started until said sewer and storm drainage pipes have been inspected by the Authority and a certification issued to the Contractor.

604.2 Protection. Preserve in operating condition all active utilities traversing the project site; protect manholes, catch basins, valve boxes, and other appurtenances. Repair damage to any such utility, due to work under this Contract, to the satisfaction of the Authority.

605.0 DEMOLITION AND REMOVAL

Adequate protection of persons and property shall be provided at all times. Execute the work in such a way as to avoid hazard to persons and property, interference with the use of adjacent buildings, and interruption of free passage to and from such buildings. Demolish structures in accordance with the requirement of the Boston Building Department and Massachusetts Department of Public Safety regulations.

605.1 Care of Work. The Contractor shall investigate and comply with any rule or regulation of the Commonwealth of Massachusetts and of the City of Boston or permits issued by the Commonwealth of Massachusetts and the City of Boston relative to providing and paying uniformed police officers of the City of Boston to regulate or control traffic on existing streets which are interfered with by the Contractor's operations. The Contractor shall furnish signs, lights, barricades and other equipment as may be necessary for the safe prosecution of his work. The Contractor shall furnish and erect signs or marking of by-passes and detours, where necessary, in compliance with the applicable rules and regulations of the Commonwealth of Massachusetts or the City of Boston.

605.2 Demolition on Premises. Remove no structure substantially as a whole but demolish completely on the premises. Demolish masonry walls and piers or chimneys in small sections. Remove, regardless of elevation, all floor construction over basement and cellars, regardless of whether they are above or below existing ground level. Remove all partitions, columns, stairways, furnaces, radiators, tank, piping, apparatus and debris from within existing basements. Break up and remove all slabs at grade, either Portland cement concrete or bituminous concrete, such as in gasoline stations, parking lots or parking areas, structures having no cellars, private walkways and entrance walks, and at other locations throughout the demolition area.

605.3 Underground Tanks. If abandoned underground gasoline or fuel storage tanks are found at locations of former gas stations or elsewhere, remove and dispose of in accordance with the regulations of the City of Boston Fire Department and the Massachusetts Department of Public Safety.

605.4 Areas under Sidewalks. The Contractor shall remove any sidewalk over open areas such as abandoned utility vaults, extensions of the basement or cellar of buildings, coal pits, sidewalk elevator areas, etc., which, in the opinion of the Authority, constitutes a hazard. The Contractor shall remove all metal parts of sidewalk elevators, coal or material chutes and like structures which extend from open areas under sidewalks to building basements. The provisions of this paragraph apply to any below grade areas connected to the basement or cellars of any building to be demolished.

Such areas of sidewalks which have been removed in order to fill and level (see Section 605.8) areas under said sidewalks which, in the opinion of the Authority constitutes a hazard, shall be satisfactorily re-paved with bituminous concrete. Sidewalks and streets on solid fill shall not be demolished.

605.5 Dust Control. Wet down thoroughly all work during demolition to prevent spread of dust, provide and pay for all water and necessary connections therefor.

Upon the completion of the filling and leveling of any Parcel the Contractor shall after a light rain, during the late evening or after the surface has been lightly sprinkled with water, treat the surface with flake calcium chloride uniformly applied by hand method or by approved spreading devices at the rate of one and one-half ($1\frac{1}{2}$) pounds per square yard. The surface shall be re-treated in the above described manner after 45 calendar days with a second coat of flake calcium chloride at the rate of one-half ($\frac{1}{2}$) pound per square yard.

605.6 Use of Explosives. Do not blasting on the project site except on prior written permission from the Authority and after obtaining and exhibiting to the Authority all necessary permits required therefor.

605.7 Fires. Burn no materials or debris on the project site except on prior written permission from the Authority and after obtaining and exhibiting to the Authority all necessary permits required from the Boston Fire Department and the Commonwealth of Massachusetts Department of Public Health located at the State House, Boston 33, Massachusetts.

605.8 Filling and Leveling. The Contractor's attention is directed to the requirements of the General Laws, Chapter 143, Section 3, as amended by the Acts of 1949, "shall require the lot to be leveled to uniform grade by a proper sanitary fill to cover any cellar or foundation holes and any rubble not removed."

All building materials and rubble shall be removed except that loose brick and brick bats and masonry not exceeding 12" in its greatest demension and serving as basic fill shall be firmly packed so as to prevent the creation of rat harborage. Cellar holes and excavations shall not be filled with any material subject to rot or decomposition and fill material shall not contain a any garbage, rubbish, organic matter or any other combustible or putrefactive substance likely to become offensive and cause a nuisance. Brick bats and concrete shall not exceed one (1) cubic foot in size and shall be so incorporated with finer material as not to leave any voids.

Before final backfilling of any cellar or basement all radiators, tanks, boilers, containers, sidewalk elevators, coal or material chutes, etc., shall be removed and shall not be incorporated with any backfill material. The Contractor shall breakup, scarify and upend areas of the cellar or basement floor sufficiently to provide, in the opinion of the Authority, adequate drainage before any demolition of the superstructure begins or, at his option, he shall clear the cellar or basement of demolished debris in order to breakup, scarify and upend areas of the cellar or basement floor sufficiently to provide, in the opinion of the Authority, adequate drainage after demolition of the superstructure. In either case the work shall be inspected by the Authority and the Contractor shall not backfill said cellar or basement until a certificate is issued to him for said backfilling operations.

The Contractor shall beackfill any open area under sidewalks or open areas connected to the basements of buildings to be demolished including utility or passage tunnels which, in the opinion of the Authority, constitutes a hazard. Said tunnels shall be broken up and satisfactorily filled as part of the backfill operation.

All top fill shall extend over the entire area of the excavation or cellar hole and shall not be less than an average depth of six inches (6") and shall consist of loam, crushed stone, gravel, ordinary borrow, clean earth fill or cinders. Fly ash will not be considered as cinders.

The entire fill shall be sufficient in quantity and depth in order to cause the site of the demolished or removed buildings to be leveled to uniform grade. Uniform grade shall be considered as the existing ground grade around the outside of the foundations.

If sufficient satisfactory fill material is not available on the site the Contractor shall furnish adequate materials from other sources at not additional cost to the Authority.

Attention is also directed to the required bond to be posted as required by Chapter 85 of the Acts of 1951.

605.9 Special Filling and Leveling. On the parcels listed below, the Contractor shall perform the filling and leveling of areas below grade such as basements, cellars, areas under sidewalks, which in the opinion of the Authority constitute a hazard, or areas connected with the basements or cellars, etc., in accordance with the requirements as set forth below and as shown on the Demolition and Site Clearance plans (See Section 501.0).

<u>BLOCK</u>	<u>PARCEL</u>	<u>STREET ADDRESS</u>
88	1	NOS. 106-126 South Market Street 153-157 Atlantic Avenue 91-125 Clinton Street

605.9.1 The Contractor shall, by his own inspection and measurement determine the depth of the cellar, basement or sub-basement.

The Contractor shall, before starting the filling and leveling of areas below grade, remove all debris from the area and shall not proceed with his filling and leveling operation until the area has been inspected by the Authority.

The Contractor shall demolish and remove all interior partition foundation walls, and walls of areas connected with cellars or basements to cellar or basement floor level as directed. Perimeter foundation walls which are essential to the support of existing sidewalks shall not be demolished or disturbed. Perimeter foundation walls which are not essential to the support of existing sidewalks shall be removed to a depth of four (4) feet along with interior foundation partition walls in area "A" as shown on the special Filling and Leveling drawings of this contract. The Contractor shall break up and demolish all concrete, bituminous concrete or similar impervious floors in such areas indicated as area "A" on the special Filling and Leveling drawing of this contract as directed.

The Contractor shall break up, scarify and upend areas of the cellar or basement floor of area "B" as indicated on the Special Filling and Leveling drawing of this Contract, sufficient to provide, in the opinion of the Authority adequate drainage of the area. The work in areas "A" and "B" shall be inspected by the Authority and the Contractor shall not backfill said cellar or basement until a certificate is issued to him for said backfilling operations.

The Contractor shall fill areas "A" and "B" within four (4) feet of required uniform grade with two (2) foot layers of demolished material which shall not contain any material subject to rot or decomposition or any combustible material. Brick bats, concrete and other demolished material shall not have any dimension greater than eight (8) inches and shall be so incorporated with finer demolished material as not to leave any excessive voids. Each two (2) foot layer of the demolished material shall be wetted down and compacted by hand or mechanical

means to a density satisfactory to the requirements of the Public Works Department, City of Boston. The Contractor shall continue to backfill area "B" as above specified to within six (6) inches of required uniform grade and in such a manner that the toe of the slope of this three-foot six inch (3' 6") fill reaches area "A".

The Contractor shall fill the top four (4) feet of area "A" and the top six (6) inches of area "B" with compacted, clean bank-run gravel as specified below. He shall place said bank gravel in area "A" in layers not exceeding twelve (12) inches in compacted depth. Each layer of bank gravel of area "A" shall be wetted down and compacted by hand or mechanical means to a density satisfactory to the requirements of the Public Works Department, City of Boston.

The bank gravel shall consist of hard, durable stone and coarse sand practically free from loam and clay, uniformly graded and containing no stone having any dimension greater than six (6) inches. The grading shall conform to the following requirements:

Passing $\frac{1}{2}$ " sieve	70% maximum
Passing No. 4 sieve	50% maximum
Passing No. 200 sieve	5% maximum

The Contractor shall repair any sidewalk, curb or pavement surface which has been damaged or excavated during the above described backfilling operations. Said repairs to sidewalk or street surface shall be accomplished by applying bituminous concrete in a manner satisfactory to the Authority. The Contractor shall make such repairs to said sidewalks and/or street surfaces as soon as it is feasible or when directed to do so by the Authority.

605.10 Cleanup. The Contractor shall remove from the project site all rubbish and debris found thereon and, except as otherwise specified, all materials and debris resulting from the work of demolition, storage of such materials on the project site will not be permitted. The Contractor shall leave the project site in safe, clean and level condition upon completion of the demolition and site clearance work.

606.0 Special Conditions Adjacent to the John F. Fitzgerald Expressway
(Central Artery).

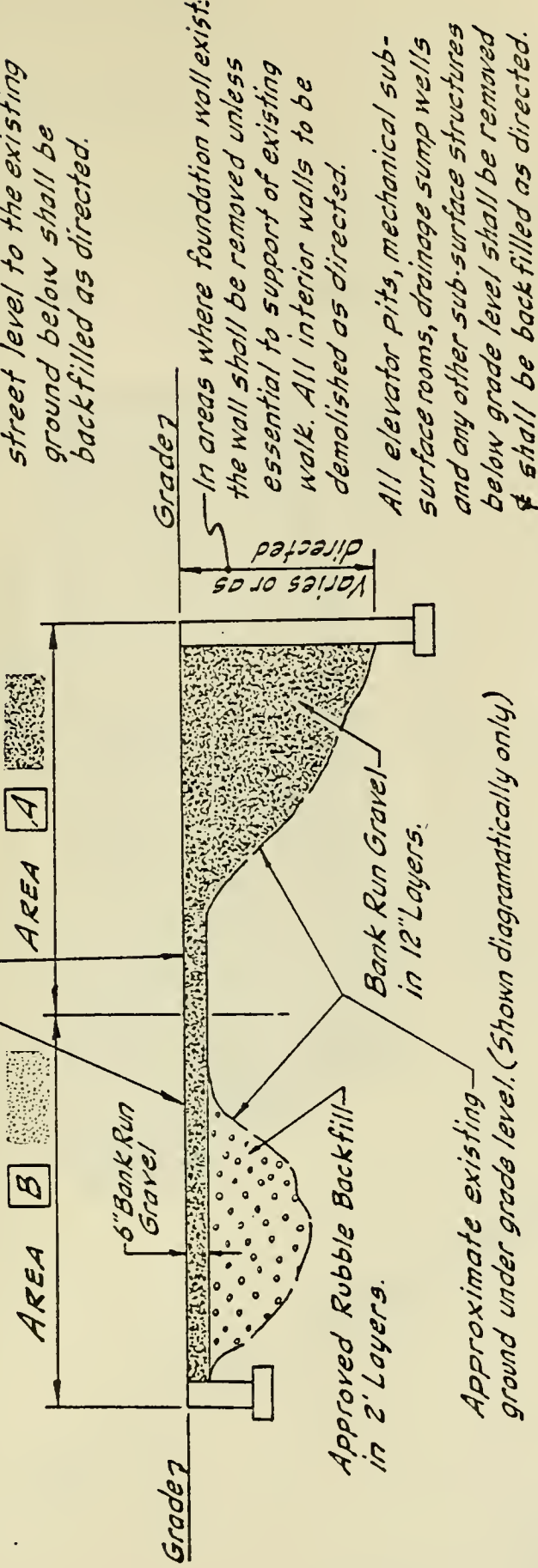
606.1 Demolition in the vicinity of the Central Artery shall be accomplished in such a manner that traffic on the Artery will not be endangered by falling rubble or by equipment interfering with vehicular traffic on the artery. The Contractor will not be allowed to swing his crane arms or booms over the artery in such a manner that any of the roadway lanes will be fouled, without first obtaining written permission from the Authority. In such a case, the Contractor shall provide at his own expense the necessary police for traffic protection.

GENERAL NOTES

Upon completion of filling & leveling the entire area shall be treated with calcium chloride as specified under Section 605.5 Dust Control.

Railroad tracks, ties, etc. within the demolition limits shall be removed as directed. Existing concrete slabs, wood floors and all other surface covering to be removed as directed.

All areas where voids exist between the floor at about street level to the existing ground below shall be backfilled as directed.



TYPICAL CROSS SECTION OF CELLAR INDICATING A & B AREAS

SPECIAL FILLING & LEVELING DETAIL

NOT TO SCALE

LEGEND

AREA OF DEMOLITION

AREA A

AREA B

DOWNTOWN WATERFRONT ~ FANEUIL HALL PROJECT
MASS. R-77
DEMOLITION & SITE CLEARANCE
CONTRACT NO. 6

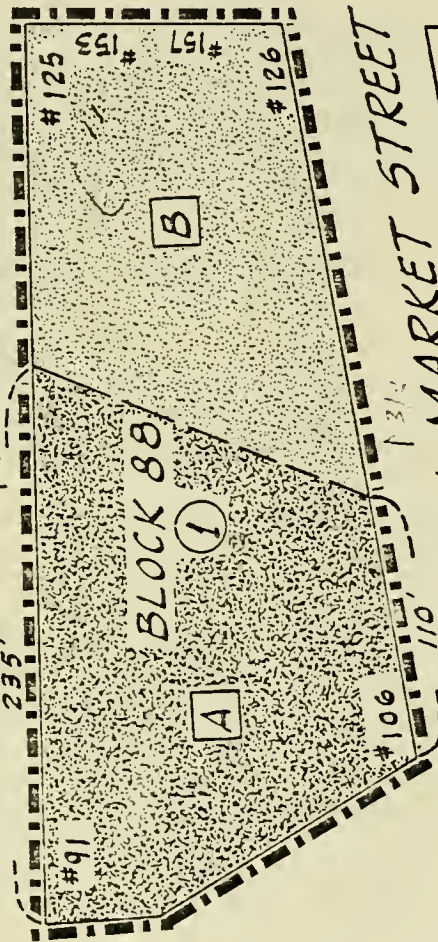
BOSTON REDEVELOPMENT AUTHORITY
BOSTON ~ SUFFOLK COUNTY ~ MASSACHUSETTS
DATE: APRIL, 1971
DWG. 1 OF 2

PARCEL NO. INDICATED THUS

1

MERCANTILE ST.
 CONCORD AVE. (PRIVATE WAY)
 ARLINGTON AVE. (PRIVATE WAY)
 REVERE AVE. (PRIVATE WAY)
 ESSEX AVE. (PRIVATE WAY)

CLINTON STREET 4 1/2'



SOUTH MARKET STREET

ATLANTIC AVENUE

JOHN F. FITZGERALD EXPRESSWAY

S. MARKET STREET

COMMERCE ST.

DOWNTOWN WATERFRONT ~ FANEUIL HALL PROJECT

MASS. R-77

DEMOLITION & SITE CLEARANCE

CONTRACT NO. 6

Note: See Dwg. No. 1 for Legend
 and Special Filling & Leveling
 Detail and for general notes.

BOSTON REDEVELOPMENT AUTHORITY

BOSTON ~ SUFFOLK COUNTY ~ MASSACHUSETTS

DATE: APRIL, 1971 - SCALE: 1" = 80' DWG. 2 OF 2

May 10, 1971

ADDENDUM NO. 1
TO
SPECIFICATIONS FOR DEMOLITION & SITE CLEARANCE
CONTRACT NO. 6
OF
DOWNTOWN WATERFRONT-FANEUIL HALL PROJECT NO.
MASS. R-77
DOWNTOWN NORTH DISTRICT
CITY OF BOSTON, MASSACHUSETTS

The attention of all bidders submitting proposals, etc. for Demolition & Site Clearance Contract No. 6 of Downtown Waterfront-Faneuil Hall Project, Mass. R-77 is called to the following addendum to the printed specifications and drawings. The items set forth herein, whether of omission, addition or substitution, are to be included in, and form part of, the specifications and drawings for the above-named contract.

Bidders are informed that this Addendum No. 1 consists of this page only.

CHANGES

- 1) GENERAL SPECIFICATIONS, GENERAL CONDITIONS, PART III, is hereby amended as follows:
 - a) Delete Section 302.0 SCHEDULE OF SALARIES AND WAGES as listed on Page 60.
 - b) Add Section 302.0 SCHEDULE OF SALARIES AND WAGES as follows:

MINIMUM WAGE RATES AND HEALTH AND WELFARE FUND CONTRIBUTIONS as determined by the Commissioner under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27D inclusive, as amended.

PROJECT: LOCAL-REDEVELOPMENT AUTH. TOWN: BOSTON-WATERFRONT

Classification	Current Contrib. Total			<u>CHANGES</u>		
	Hourly Rate	H&W&P Funds	Hourly Rate	Hourly Rate	H&W&P Funds	Total Rate
				AFTER:		
<u>AP2 m 14</u>	<u>6.20</u>	<u>.45</u>	<u>6.65</u>			
<u>COMMON LABORER</u>	<u>6.10</u>	<u>.45</u>	<u>6.55</u>			
<u>BURNER</u>	<u>6.20</u>	<u>.45</u>	<u>6.65</u>			
<u>SPK Hammer Oper</u>	<u>6.20</u>	<u>.45</u>	<u>6.65</u>			
<u>CRANE OPER</u>	<u>7.51</u>	<u>.20</u>	<u>8.51</u>			
<u>ASST ENG. GAS</u>	<u>5.62</u>	<u>.20</u>	<u>6.32</u>			
<u>BULLDOZER OPER</u>	<u>7.51</u>	<u>.20</u>	<u>8.21</u>			
<u>TRUCK DRIVER</u>	<u>4.51</u>	<u>.25</u>	<u>5.51</u>			
<u>OPER 3 ROLL EQUIP</u>	<u>4.51</u>	<u>.25</u>	<u>5.41</u>			

BID FOR DEMOLITION AND SITE CLEARANCE

GENERAL CONTRACTOR

TO THE BOSTON REDEVELOPMENT AUTHORITY

1.0 The undersigned proposes to furnish all labor, materials and equipment required for the Demolition & Site Clearance Contract No.6 in Downtown Waterfront - Faneuil Hall, Project No. Mass. R-77, located in the Downtown North District, City of Boston, Massachusetts, for the Boston Redevelopment Authority in accordance with the accompanying plans, specifications, all Contract Documents and Addenda number _____, for the sum specified below subject to additions and deductions according to the specifications and in all respects according to the terms thereof.

2.0 The undersigned agrees that he will within ten (10) days, Sundays and Holidays excluded, after presentation thereof by the Authority, execute the Contract in such number as may be required, and furnish a Performance Bond and also a Labor and Materials or Payment Bond, each of a surety company qualified to do business under the laws of the Commonwealth and satisfactory to the Authority and each in the sum of one hundred percent (100%) of the total cost of demolition as set forth in Section 4.0 below, the premiums for which are to be paid by the Contractor and are included in the contract price.

3.0 The proposed contract sum is _____
_____ dollars (\$ _____),
in addition to and above the value of such salvage materials specified to become the property of the Contractor.

4.0 The total estimated cost of Demolition and Site Clearance, including overhead and without credit for salvage, is the sum of _____
_____ (\$ _____).

The total estimated cost stated above may be more but shall not be less than the

total of the sums bid for both items in Section 3.0 of the Bid. The purpose of this section is for the bonding requirements of Paragraph 6.5 under Instructions to Bidders.

5.0 Attached hereto is an affidavit in proof that the undersigned has not colluded with any person in respect to this Bid or any other Bid for the Contract for which this Bid is submitted. Also attached is a Statement of Bidder's Qualifications.

6.0 The Bidder is prepared to submit a financial statement upon request.

7.0 The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Date _____, 1970

(Name of Bidder)

By _____

Official Address:

Title _____

Note: If the bidder is a corporation, indicate State of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual give residential address if different from business address.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....)
County of.....)

_____, being first
duly sworn, deposes and says that:

1.0 He is (owner, partner, officer, representative or agent) of _____, the Bidder that has submitted the attached Bid:

2.0 He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3.0 Such Bid is genuine and is not a collusive or sham bid;

4.0 Neither the said Bidder nor any of the officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Boston Redevelopment Authority or any person interested in the proposed Contract; and

5.0 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me

this day of , 19 .

Title

STATEMENT OF BIDDER'S QUALIFICATIONS

(Demolition and Site Clearance Contractor)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

- 1.0 Name of Bidder.
- 2.0 Permanent main office address.
 - 2.a Treasury Number (Employer's Identification Number)
- 3.0 When organized.
- 4.0 If a corporation, where incorporated.
- 5.0 How many years have you been engaged in demolition under your present firm or trade name? Are you a licensed building wrecker in accordance with the provisions of Chapter 479, Acts of 1938, as amended, section 111 and 120 (d)?
 - 5.a Names and home addresses of the principal officers and their Social Security Numbers.
- 6.0 Contracts on hand: (Schedule these, showing gross amount of each contract and the appropriate anticipated dates of completion. Name and address of client and name of person supervising for client).
- 7.0 General character of work performed by you.
- 8.0 Have you ever failed to complete any work awarded to you?
If so, where and why?
- 9.0 Have you ever defaulted on a contract? If so, where and why?
- 10.0 List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed. (Give name and address of client and name of person supervising for client.)
- 11.0 List in the following categories the equipment owned by the Contractor and which shall be available for this contract:
 - 11.1 Crawler Cranes (number, size and length of booms).
 - 11.2 Truck Cranes (number, size and length of booms).

1. 1. 1. 1.

2. 2. 2. 2.

3. 3. 3. 3.

4. 4. 4. 4.

5. 5. 5. 5.

6. 6. 6. 6.

7. 7. 7. 7.

8. 8. 8. 8.

9. 9. 9. 9.

10. 10. 10. 10.

11. 11. 11. 11.

12. 12. 12. 12.

13. 13. 13. 13.

14. 14. 14. 14.

15. 15. 15. 15.

16. 16. 16. 16.

17. 17. 17. 17.

18. 18. 18. 18.

19. 19. 19. 19.

- 11.3 Bulldozers (number and sizes).
- 11.4 Front Loaders (number and capacities).
- 11.5 Dump Trailers (number and capacity).
- 11.6 Dump Trucks (number and capacities).
- 12.0 List in the following categories the equipment which can be leased or rented from other sources and which can be made available for this contract:
 - 12.1 Crawler Cranes (number, sizes and length of booms).
 - 12.2 Truck Cranes (number, sizes and length of booms).
 - 12.3 Bulldozers (number and sizes).
 - 12.4 Front loaders (number and capacities).
 - 12.5 Dump Trailers (number and capacities).
 - 12.6 Dump Trucks (number and capacities).
 - 12.7 From what sources will this additional equipment be leased or rented.
- 13.0 Experience in Demolition and Site Clearance work similar in importance to this project.
- 14.0 Background and experience of the principal members of your organization including the officers.
- 15.0 Give bank reference.
- 16.0 Will you, upon request , fill out a detailed financial statement and furnish any other information that may be required by the Boston Redevelopment Authority?
- 17.0 The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Boston Redevelopment Authority in verification of the recitals comprising this Statement of the Bidder's Qualifications.

Date at _____ this _____
day of _____, 19

(Name of Bidder)

By _____

Title _____

State of _____)

County of _____) ss.

_____ being duly sworn, deposes and says that
he is _____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein
contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 19

Notary Public

My Commission expires _____

WATERFRONT

B65R.C
C.2

Boston Redevelopment Au-
thority

TITLE Contract documents and
specifications Demolition ...

WATERFRONT

B65R.C
C.2

Property Of
BOSTON REDEVELOPMENT AUTHORITY
Library

BOSTON PUBLIC LIBRARY



3 9999 06314 886 8

